

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE METHYL TERTIARY BUTYL ETHER  
("MTBE") PRODUCTS LIABILITY  
LITIGATION

Master File No. 1:00-1898  
MDL 1358 (SAS)

This document relates to:

*Commonwealth of Pennsylvania, et al. v. Exxon  
Mobil Corporation, et al.,*  
Case No. 1:14-cv-06228 SAS

**DECLARATION OF MOLLY MCGINLEY HAN IN SUPPORT OF  
PLAINTIFF COMMONWEALTH OF PENNSYLVANIA'S OPPOSITION  
TO LUKOIL AMERICAS CORPORATION'S MOTION TO DISMISS**

**UNREDACTED EXHIBITS**

I, Molly McGinley Han, declare:

1. I am an active member of the State Bar of California and an attorney at Miller & Axline, counsel of record for The Commonwealth of Pennsylvania. I have been involved in the discovery and pretrial proceedings in this action. I make this declaration based on my personal knowledge and, if called as a witness, I could testify competently thereto.
2. Consistent with this Court's rules, the attached exhibits are relevant excerpts of documents, but the full document of each exhibit attached to the Declaration is available and can be provided at the Court's request. In compliance with the Court's rules, the exhibits are limited to no more than 15 pages per exhibit, however, because the Plaintiff is required to show a *prima facie* case in response to LAC's motion and because LAC has suggested it is entitled to an evidentiary hearing to rebut the Commonwealth's evidence, some exhibits include excerpts of multiple documents in an effort to provide the Court with a more thorough understanding of the relationship between LAC and GPMI. In other filings in this MDL where factual proofs have been required, it has been the practice of both plaintiff and defendant parties alike to combine excerpts of multiple documents into single exhibits in order to provide a more complete understanding of the facts.
3. Attached hereto as Exhibit 1 are true and correct copies of excerpts of:  
(1-a) "Lukoil Americas Corporation's Master Amended Answer and Affirmative Defenses" in *In re MTBE: Albertson Water Dist. v. Amerada Hess Corp.*, MDL No. 1358, Doc. #1854 (5/29/08); and (1-b) "Defendant Lukoil Americas Corporation's Second Amended Master Answer and Affirmative Defendants, and Cross-Claims," in *In re*

*MTBE: New Jersey Dept. of Envt. Prot. v. Atlantic Richfield Company*, MDL No. 1358, Doc. #133 filed in No. 08-CV-312 (2/28/11).

4. Attached hereto as Exhibit 2 are true and correct copies of: (2-a) Excerpts from the "Confidential Information Memorandum" regarding Lukoil and GPMI Revolving Credit Facility and Term Loan Facility (Aug., 2005); and (2-b) [Filed Under Seal] Excerpts from the "Credit Agreement" & "Guarantee & Collateral Agreement" among LAC, GPMI, et al. (5/19/04).<sup>1</sup>

5. Attached as Exhibit 3 are true and correct copies of: (3-a) Excerpts from LAC's Response No. 7 to Plaintiff's First Set of Special Interrogatories; and (3-b) Getty Properties Corp.'s CMO 119 "Release Site" Identification.

6. Attached hereto as Exhibit 4 are true and correct copies of: (4-a) the "Unanimous Written Consent of Directors of Lukoil Americas Corporation" (2/06/03); (4-b) Excerpts from the "Lukoil Pennsylvania Offering 2008"; and (4-c) Excerpts from the Lukoil "Southern Book".

7. Attached hereto as Exhibit 5 are true and correct copies of: (5-a) *In re GPMI: Adversary Proceeding*, No. 11-02941-scc, 5/28/13 Transcript of the testimony of Mr. Vadim Gluzman; and (5-b) *In re GPMI: Adversary Proceeding*, No. 11-02941-scc, 6/10/13 Transcript of the testimony of Semyon Logovinsky.

8. Attached hereto as Exhibit 6 are true and correct copies of: (6-a) Excerpts from the "Offer to Purchase" GPMI; (6-b) Excerpts from the "Unanimous Written

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<sup>1</sup> Plaintiff disputes the characterization of LAC's designation of this document as "confidential" and further disputes each of the documents LAC has designated as "confidential" which is attached to this Declaration. Some documents attached hereto are marked "confidential" but LAC has since removed that designation. If LAC has not removed the "confidential" designation on the document, it is noted herein and is being lodged with the Court under seal per the 2004 Revised Confidentiality Agreement.

Consent in Lieu of Special Meeting of the Board of Directors of Lukoil Americas Corporation" (10/30/00); and (6-c) Form 15 filed with the Securities and Exchange Commission, changing GPMI designation from a public company to a private company (1/25/01).

9. Attached hereto as Exhibit 7 are true and correct copies of: (7-a) [Filed Under Seal] LAC Board Minutes transferring GPMI stock to LNA (11/13/09) and LNA Board Minutes transferring GPMI stock to LAC (11/27/09); and (7-b) Excerpts from a document identifying the officers and directors of LAC, GPMI and LNA (11/09/09).

10. Attached hereto as Exhibit 8 are true and correct copies of: (8-a) a facsimile letter from Lukoil Americas to Pennsylvania Governor Rendell (2/15/10); (8-b) [Filed Under Seal] Lukoil Americas Corporation Unanimous Written Consent (6/20/06); and (8-c) GPMI Throughput Agreement with Sunoco.

11. Attached hereto as Exhibit 9 are true and correct copy of: (9-a) [Filed Under Seal] Excerpts of the Stock and Purchase Agreement between LAC and Cambridge Holdings; and (9-b) 1/14/09 E-mail from M. Hantman to S. Nekrasov.

12. Attached hereto as Exhibit 10 are true and correct copies of: (10-a) OAO Lukoil Board Minutes (JX-183-T) (3/26/09); (10-b) Letter Opinion from HoulahanLokey (11/13/09); (10-c) 9/30/09 "Lukoil Americas Corporation Restructuring Plan"; (10-d) *In re GPMI: Adversary Proceeding*, No. 11-02941-scc, 6/05/13 Transcript of testimony of D. Driscoll; and (10-e) 1/11/11 E-mail from M. Hantman to V. Gluzman.

13. Attached hereto as Exhibit 11 are true and correct copies of: (11-a) 8/31/07 E-mail string between A. Pozdnyakov (GPMI) and K. Gotsmy (Lukoil), discussing the review and edits of "unanimous consents" of Lukoil and GPMI; (11-b)

12/28/05 E-mail from A. Pozdnyakov to L. Adams; and (11-c) 4/11/05 E-mail from A. Pozdnyakov to O. Klementchukova.

14. Attached hereto as Exhibit 12 are true and correct copies of: (12-a) the 4/11/11 Transcript of the testimony of Mr. Vadim Gluzman before the American Arbitration Assn. in the matter of *GPMI v. Bionol Clearfield LLC*; (12-b) *In re GPMI: Adversary Proceeding*, No. 11-02941, 6/06/13 Transcript of testimony of L. Ryan; and (12-c) *In re GPMI: Adversary Proceeding*, No. 11-02941, 5/30/13 Transcript of testimony of S. Gatto.

15. Attached hereto as Exhibit 13 are true and correct copies of: (13-a) [Filed Under Seal] Excerpts of the 11/13/09 Purchase and Sale Agreement between GPMI and LNA; and (13-b) [Filed Under Seal] Excerpts of the 11/16/09 Services Agreement between GPMI and LNA.

16. Attached hereto as Exhibit 14 are true and correct copies of: (14-a) [Filed Under Seal] Excerpts of LAC Twenty-year Financial Projection (12/17/07); (14-b) [Filed Under Seal] LAC Proforma Consolidated Balance Sheets as of June 30, 2007; and (14-c) an 1/06/09 e-mail from C. Gaites to A. Polynkoav with attachments.

17. Attached hereto as Exhibit 15 are true and correct copies of: (15) Excerpts of two letters from T. Knets of Chartis to M. Lewis (both dated 7/15/2011).

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 5<sup>th</sup> day of February, 2016, at Sacramento, California.

  
\_\_\_\_\_  
MOLLY McGINLEY HAN

# **EXHIBIT 1**

# **EXHIBIT 1-a**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In Re: Methyl Tertiary Butyl Ether ("MTBE")  
Products Liability Litigation

Master File No. 1:00 - 1898  
MDL 1358 (SAS)

This document refers to:

*Albertson Water District v. Amerada Hess Corp., et al (07-CV-2406)*  
*City of Glen Cove Water District v. Amerada Hess Corp., et al (07-CV-2403)*  
*City of Greenlawn Water District v. Amerada Hess Corp., et al (07-CV-2407)*  
*Town of Huntington/Dix Hills v. Amerada Hess Corp., et al (07-CV-2405)*

**DEFENDANT LUKOIL AMERICAS CORPORATION'S  
MASTER ANSWER AND AFFIRMATIVE DEFENSES**

Pursuant to the Master Answer agreement among the parties, CMO #6 and the Court's instructions during the January 13, 2005 status conference, LUKOIL Americas Corporation ("LAC") answers the complaints in MDL 1358 cases for which an answer is presently required, and in which it has been properly named and served, as follows:

**I. ADMISSIONS AND STATEMENTS REGARDING SELECT ALLEGATIONS**

**A. Basic Defendant Information**

LAC is a Delaware corporation incorporated on October 19, 2000. LAC maintains a principal place of business in East Meadow, New York. LAC has never manufactured pure or neat MTBE, nor has LAC produced MTBE gasoline for sale in the United States. Getty Petroleum Marketing Inc. ("GPMI") is a wholly owned subsidiary of LAC. LAC is a wholly owned subsidiary of LUKOIL Oil Company, a foreign corporation.

**B. Sale or Distribution of Gasoline with MTBE or TBA to States in Question**

Since October, 2000, LAC admits that, for certain periods during an individual year, LAC, by and through its wholly owned subsidiary, GPMI, purchased and distributed

gasoline containing MTBE in the following states (in which one or more plaintiffs have pending cases in MDL 1358 requiring an answer at the present time): New York. Prior to January 18, 2005, GPMI did not manufacture or refine gasoline containing MTBE for delivery to these states.

**C. Allegations Regarding Production of MTBE or TBA**

At no time since beginning operations in October, 2000 did LAC manufacture MTBE or TBA.

**D. Allegations Regarding Properties and Behavior of MTBE**

LAC denies knowledge or information sufficient to form a belief regarding the properties and behavior of MTBE except LAC admits, upon information and belief, that MTBE is an aliphatic ether that does not occur naturally, that there are various methods for the production of MTBE and that one method of production is from methanol and isobutylene.

LAC further admits, upon information and belief, that solubility and mobility are relative properties and that while MTBE and other ethers may be more soluble and mobile in water than certain gasoline components, such as the BTEX compounds, they are less soluble and mobile in water than other components sometimes blended into gasoline, such as ethanol. LAC further admits, upon information and belief, that MTBE's behavior in the environment -- and its behavior relative to BTEX -- is dependent on a variety of factors, including the nature or method of its release, the geological setting, and environmental and microbial factors.

Upon information and belief, LAC further admits that while under certain conditions MTBE may biodegrade less readily than some other components of gasoline, MTBE has been found to naturally attenuate and biodegrade in numerous ways.

# **EXHIBIT 1-b**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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In Re: Methyl Tertiary Butyl Ether ("MTBE")  
Products Liability Litigation

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Master File No. 1:00 - 1898  
MDL 1358 (SAS)

This document refers to:

*New Jersey Department of Environmental Protection,  
et al v. Atlantic Richfield Company, et al (08-CV-312)*

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**DEFENDANT LUKOIL AMERICAS CORPORATION'S  
SECOND AMENDED MASTER ANSWER  
AND AFFIRMATIVE DEFENSES AND CROSS-CLAIMS**

Pursuant to the Master Answer agreement among the parties, CMO #6 and the Court's instructions during the January 13, 2005 status conference, LUKOIL Americas Corporation ("LAC") answers the complaints in MDL 1358 cases for which an answer is presently required, and in which it has been properly named and served, as follows:

**I. ADMISSIONS AND STATEMENTS REGARDING SELECT ALLEGATIONS**

**A. Basic Defendant Information**

LAC is a Delaware corporation incorporated on October 19, 2000. LAC maintains a principal place of business in East Meadow, New York. LAC has never manufactured pure or neat MTBE, nor has LAC produced MTBE gasoline for sale in the United States. Getty Petroleum Marketing Inc. ("GPMI") is a wholly owned subsidiary of LAC. LAC is a wholly owned subsidiary of LUKOIL Oil Company, a foreign corporation.

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C. Allegations Regarding Production of MTBE or TBA

At no time since beginning operations in October, 2000 did LAC manufacture MTBE or TBA.

D. Allegations Regarding Properties and Behavior of MTBE

LAC denies knowledge or information sufficient to form a belief regarding the properties and behavior of MTBE except LAC admits, upon information and belief, that MTBE is an aliphatic ether that does not occur naturally, that there are various methods for the production of MTBE and that one method of production is from methanol and isobutylene.

LAC further admits, upon information and belief, that solubility and mobility are relative properties and that while MTBE and other ethers may be more soluble and mobile in water than certain gasoline components, such as the BTEX compounds, they are less soluble and mobile in water than other components sometimes blended into gasoline, such as ethanol. LAC further admits, upon information and belief, that MTBE's behavior in the environment -- and its behavior relative to BTEX -- is dependent on a variety of factors, including the nature or method of its release, the geological setting, and environmental and microbial factors.

Upon information and belief, LAC further admits that while under certain conditions MTBE may biodegrade less readily than some other components of gasoline, MTBE has been found to naturally attenuate and biodegrade in numerous ways.

# **EXHIBIT 2**

# EXHIBIT 2-a

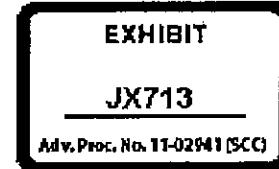
CONFIDENTIAL INFORMATION MEMORANDUM



**\$220,000,000 Senior Unsecured Revolving Credit Facility**

**\$255,000,000 Senior Unsecured Term Loan Facility**

**August 2005**



Joint Lead Arranger & Bookrunner



Joint Lead Arranger & Bookrunner

SPECIAL NOTICE: This Confidential Information Memorandum may contain material non-public information concerning the Company or its securities. By accepting this Confidential Information Memorandum, the Recipient agrees to use any such information in accordance with its compliance policies, contractual obligations and applicable law, including federal and state securities laws.

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JX0713-0001  
LAC 002440



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## Contact List

**Getty Petroleum Marketing Inc.**

LUKOIL Plaza  
1500 Hempstead Turnpike  
East Meadow, NY 11554

**Management**

Name	Title	Phone / Fax	Email
Vincent J. De Laurentis	President & Chief Operating Officer	+1 516 542-5100 / +1 516 832-8440	vdelarentis@getty.com
Michael K. Hantman	SVP & Chief Financial Officer	+1 516 542-5010 / +1 516 832-8675	mkhantman@getty.com

**OAO LUKOIL**  
11 Sretensky Blvd.  
Moscow, 101000  
Russian Federation

**Management**

Name	Title	Phone	Email
Alexander Matytsyn	Vice President	+7 095 927 45 51 / +7 095 927 45 54	
Sergey Nekrasov	Head of Banking Relations and Financial Markets	+7 095 927 14 87 / +7 095 933 92 41	snekrasov@lukoil.com
Nikita Orlov	Head of Long Term Finance	+7 095 927 15 85 / +7 095 927 80 63	OrlovNR@lukoil.com

**LUKOIL Americas Corporation**  
LUKOIL Plaza  
1500 Hempstead Turnpike  
East Meadow, NY 11554

**Management**

Name	Title	Phone	Email
Vadim Gluzman	President and Chief Executive Officer	+1 212 421-4141 / +1 212 541-4704	vgluzman@getty.com

\* Primary contact



- [APG] -



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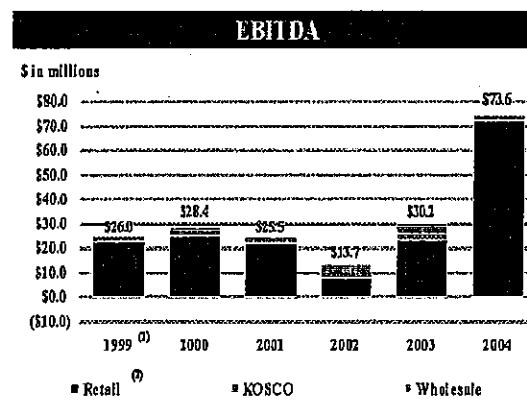
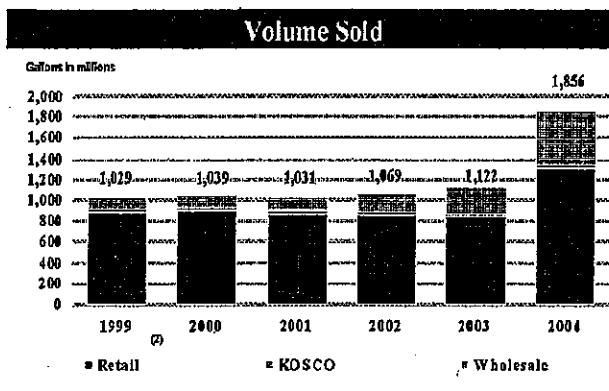
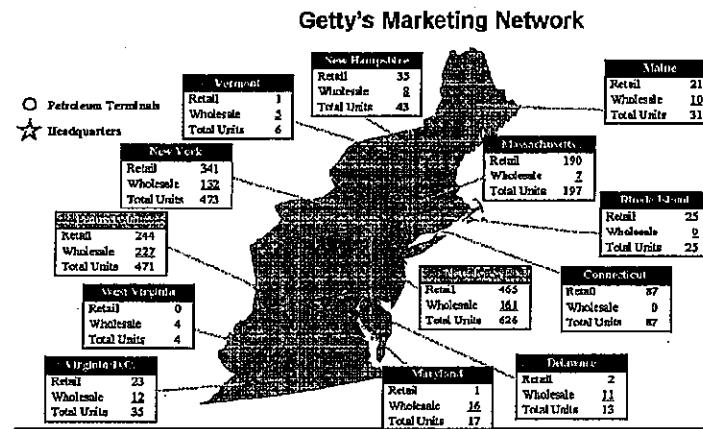
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LAC 002446



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quarter ended March 31, 2005. Not incidentally, COP currently owns 12.6% of Lukoil's common shares and has announced its intention to further increase its shareholding over time.

For the year ended December 31, 2004, Getty generated revenues and EBITDA of \$2,695.4 million and \$73.6 million, respectively (includes approximately 7 months of performance data related to the acquired Mobil stations). For the three months ended March 31, 2005, Getty generated revenues and EBITDA of \$894.5 million and \$10.9 million, respectively.



#### D. Strategy

Getty's business strategy employs a multi-pronged approach covering the enhancement of its existing asset base as well as vertical expansion into related businesses. Specifically, Getty has been modernizing the original Getty branded sites, installing canopies and credit card readers and upgrading signs, lighting and pumps to make the stations more attractive to customers. Getty is also rebranding the acquired Mobil stations to the Lukoil brand. ~~Approximately 75%~~ of all Getty-owned stations already carry the Lukoil brand, another 25% will be rebranded in 2005, another 25% in 2006 and the remainder in 2007. The rebranding will be supported by a significant marketing and advertising campaign (approximately \$10MM per year) to be funded by Lukoil, which should increase brand awareness as a tier one brand and position Lukoil gasoline as a non-Middle Eastern gasoline alternative. Getty has the license to use the Mobil brand until 2010.



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LAC 002456



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Rebranding also serves the purpose of reducing costs as this would progressively eliminate (i) the need to pay Mobil royalty fees and (ii) the obligation to purchase 75% of Getty's Mobil-branded volume through ConocoPhillips at Platt's Barge Mean (vs. Platt's Barge Low). Getty estimates that the rebranding will save between \$0.0122 and \$0.0238 per gallon of gasoline, approximating 12.5% of Getty's 2004 retail margin per gallon).

Getty is also expanding into the blending business, the process of creating U.S. specification grade gasoline for sale on a wholesale basis. To this end, Lukoil procured a lease on 500,000 barrels of storage and blending capacity at New York harbor in the first quarter of 2005 and plans to lease another 500,000 barrels of storage which will allow Getty to blend over 1.2 billion gallons per year of A-76 (a gasoline blending component) with high octane additives to produce U.S. spec gasoline. Getty currently purchases A-76 from the open market and therefore expects the blending operations to save \$0.0270 per gallon, or roughly \$30 million per year. Getty anticipates to eventually import and purchase A-76 from Lukoil's refineries in Russia, Romania and Bulgaria.

Lukoil's broad U.S. strategy is to develop this market as an alternative to selling its [production / refined products] in the lower margin Russian market. Getty represents the first step in this effort. As Lukoil increases its exports of refined product to the U.S., Getty will increasingly become the U.S. marketing arm of an international, vertically-integrated petroleum supply chain and will drive increasing volumes of product through its network.

#### E. Management

Getty and Lukoil America management have substantial experience in the gasoline distribution business. Vadim Gluzman, Director and CEO of Lukoil Americas, joined Lukoil in 1992. Vincent J. De Laurentis, President and COO of Getty, has been with the Company since August 1997 and has over 11 years of retail gasoline experience including 8 years as regional general manager and VP at Sunoco. Michael K. Hantman, Senior Vice President and Chief Financial Officer, joined Getty in 1985 after a distinguished accounting career at Arthur Young and Company (predecessor to Ernst and Young LLP).

Lukoil's management is fully committed to playing a significant role in the management of Getty given its extensive experience in the retail gasoline business and as part of its strategy to expand into the U.S. Lukoil is active in the decision making and strategic planning processes at Getty (such as the rebranding campaign, modernization of existing sites and expansion into the blending and supply business). Furthermore, to date Lukoil has made over \$50 million in capital contributions to Getty and plans for additional contributions going forward.

*Please refer to Section IV, Company Overview, for select Management biographies.*



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LAC 002457



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Getty is strategically important to Lukoil, providing it with the ability to help achieve its goal of increasing exports of refined products and diversifying its revenue stream. Lukoil's expansion of its refining and marketing business partially mitigates the higher inherent risks of the upstream segment while vertical integration allows it to profit across the entire value chain. In addition, Lukoil's expansion into the U.S. reduces the dependency on oil coming from the Middle East. As part of the acquisition of the Mobil branded outlets, Lukoil provided a capital contribution of \$50 million to help fund the acquisition and has provided additional capital contributions as part of the rebranding effort.

#### C. Experienced Management Team

Management has substantial experience in the gasoline distribution business. Vadim Gluzman, Director and CEO of Lukoil Americas, joined Lukoil in 1992. Vincent J. De Laurentis, President and COO of Getty, has been with the Company since August 1997 and has over 11 years of retail gasoline experience including 8 years as regional GM and VP of Sunoco. Michael K. Hantman, Senior Vice President and Chief Financial Officer, joined Getty in 1985 after a distinguished accounting career at Arthur Young and Company (predecessor to Ernst and Young LLP).

#### D. Expected Cost Savings

Getty's expansion into the blending and supply business is expected to produce cost savings of \$0.0270 per gallon (close to \$30 million per year). In connection with the expansion, the Company has leased, as of March 31, 2005, 509,000 barrels of terminal storage space in New Jersey under a five year operating lease. Getty intends to increase its terminal storage capacity to approximately one million barrels as space becomes available, which will allow Getty to blend over 1,200 million gallons per year of A-76, a gasoline blending component.

As a result of rebranding the Mobil stations to Lukoil stations, Getty will be able to reduce its costs due to the lower brand license fees payable to Mobil and the reduction in its obligation to purchase Mobil-branded volume through ConocoPhillips. Without the obligation to pay royalties for the Mobil brand, Getty estimates cost savings of between \$0.0122 and \$0.0238 per gallon of gasoline. Getty also estimates a \$0.0025 per gallon reduction in the cost of product as it replaces purchases from ConocoPhillips.



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LAC 002460


**Getty**
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	65,662	8,958	285,204	38,909	240,150	32,763
Export of crude oil bypassing Transneft	19,659	2,682	54,161	7,389	39,342	5,367
Total crude oil export	85,321	11,640	339,365	46,298	279,492	38,130

\* Including own export of affiliates

### Strategy

Following the acquisition by ConocoPhillips, the Board of Directors of Lukoil adopted a revised long-term strategy for the period of 2005-2014. Lukoil has a focused strategy of increasing its market capitalization, unlike other oil majors which seek to reward their shareholders with large dividends and share repurchases. Lukoil's main objectives are to:

- Maintain its production growth rate above 5% per annum and further diversify its upstream portfolio by developing several international production centers;
- Become Russia's second largest gas producer;
- Increase reserves by maintaining an organic replacement ratio of around 130%;
- Increase the market share on its traditional downstream markets and leverage the Lukoil brand;
- Optimize returns by developing export infrastructures and maximizing export sales of crude oil and refined products;
- Improve the efficiency of its operations and investments by reducing costs and disposing of non-core assets.

Lukoil's strategy differentiates itself from its peers due to its downstream focus, aimed at bridging the gap with the international oil majors in terms of market valuation. Unlike its competitors who are in the process of restructuring or scaling down their downstream and petrochemicals businesses, Lukoil is seeking to expand its Refining & Marketing segment, which accounted for 37% of the group's total capital expenditures during the first nine months of 2004, against approximately 25% on average in the industry.

Expanding into the U.S. has also been a strategic objective of Lukoil, as it is the world's largest consumer of petroleum products, accounting for 25% of global consumption or 20.5 million barrels per day. Lukoil believes that the completion of the Vysotsk Export Terminal and the increased capacity of the Baltic Pipeline System provide Lukoil with the ability to further expand its exports of refined product to the U.S. and Europe, which will result in significantly lower transport costs and annual costs savings of between \$40 million to \$50 million. As a result of its purchase of Getty and acquisition of certain ConocoPhillips gas stations, Lukoil owns a total of 2,035 stations in the U.S. as of January 1, 2005. Sales of Lukoil petroleum products in the U.S. in 2004 reached a record level of 1.9 billion gallons (8.64 billion liters). Revenue from sales (without excise) was \$2.6 billion and net profit was \$11.7 million.



- [APG] -

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LAC 002476



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The Company has assumed three month LIBOR rates to average as follows:

<u>Year</u>	<u>Rate</u>
Second half 2005	3.75%
2006	4.38%
2007	5.00%
2008	5.38%
2009 and thereafter	5.50%

The Company's capital expenditure plan is as follows (in millions):

	<u>2005 Business Plan</u>	<u>2005 Proforma Plan</u>	<u>there- after</u>		
			<u>2006</u>	<u>2007</u>	<u>2008</u>
Capital expenditures	\$10.8	\$15.5	\$16.0	\$16.5	\$17.0
Rebranding costs:					
Mobil branded outlets	9.7	9.7	9.7	19.4	.0
Getty branded outlets	1.9	1.9	.0	.0	.0
Corporate jet	.0	14.2	.0	.0	.0
Total	<u>\$22.4</u>	<u>\$41.3</u>	<u>\$25.7</u>	<u>\$35.9</u>	<u>\$17.0</u>

The projection assumes an income tax provision of 41.825%.

The projection assumes that the following distributions will be paid to the Company's parent, Lukoil Americas Corporation ("LAC"), through the maturity of the term loan in 2010 (in millions).

2 <sup>nd</sup> half 2005	\$3.5
2006	7.5
2007	8.2
2008	8.7
2009	23.1
2010	11.1



- [APG] -

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AG0040638

JX0713-0067  
LAC 002506

# **EXHIBIT 2-b**

EXECUTION COPY

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**\$360,000,000**

**CREDIT AGREEMENT**

**among**

**LUKOIL AMERICAS CORPORATION,  
as Holdings,**

**GETTY PETROLEUM MARKETING INC.,  
as Borrower,**

**The Several Lenders  
from Time to Time Parties Hereto,**

**LEHMAN BROTHERS INC.,  
as Arranger,**

**BNP PARIBAS,  
as Syndication Agent,**

**SOCIÉTÉ GÉNÉRALE,  
as Documentation Agent,**

**BNP PARIBAS,  
as Revolving Credit Administrative Agent,**

**and**

**LEHMAN COMMERCIAL PAPER INC.,  
as General Administrative Agent**

**Dated as of May 19, 2004**

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**EXHIBIT**

**JX709**

**Adv. Proc. No. 11-02941 (SCC)**

**LUK0539424**

**CONFIDENTIAL**

**CONFIDENTIAL (per 2004 MDL 1358 Order) - FOR OUTSIDE COUNSEL ONLY**

**JX0709-0001  
LAC 005561**

CREDIT AGREEMENT, dated as of May 19, 2004, among LUKOIL AMERICAS CORPORATION, a Delaware corporation ("Holdings"), GETTY PETROLEUM MARKETING INC., a Maryland corporation (the "Borrower"); the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), LEHMAN BROTHERS INC., as advisor, sole lead arranger and sole bookrunner (in such capacity, the "Arranger"), BNP PARIBAS, as syndication agent (in such capacity, the "Syndication Agent"), SOCIÉTÉ GÉNÉRALE, as documentation agent (in such capacity, the "Documentation Agent"), BNP PARIBAS, as revolving credit administrative agent (in such capacity, the "Revolving Credit Administrative Agent") and LEHMAN COMMERCIAL PAPER INC., as general administrative agent (in such capacity, the "General Administrative Agent").

WITNESSETH:

WHEREAS, the Borrower intends to acquire (the "Acquisition") from ConocoPhillips Company (the "Seller") (i) approximately 308 MOBIL branded gasoline retail stations owned or leased by the Seller and (ii) contracts to supply gasoline to approximately 471 additional MOBIL branded stations located in New Jersey and Pennsylvania (collectively, the "MOBIL Assets");

WHEREAS, the Borrower intends to finance the Acquisition and the related fees and expenses and to refinance certain of its indebtedness with \$360,000,000 of senior secured credit facilities; and

WHEREAS, the Lenders are willing to make such credit facilities available upon and subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"Account Debtor": a Person obligated to the Borrower under an Account of the Borrower.

"Accounts

"Acquisition": as defined in the recitals hereto.

"Acquisition Agreement": Agreement of Purchase, Sale and Assignment of Marketing Assets, dated as of January 26, 2004 between the Seller and the Borrower, as amended, supplemented or otherwise modified from time to time in accordance with Section 7.15.

"Acquisition Documentation": collectively, the Acquisition Agreement and all schedules, exhibits, annexes and amendments thereto and all side letters and agreements

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**"Governmental Authority"**: any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

**"Guarantee and Collateral Agreement"**: the Guarantee and Collateral Agreement to be executed and delivered by Holdings, the Borrower and each Subsidiary Guarantor, substantially in the form of Exhibit A, as the same may be amended, supplemented or otherwise modified from time to time.

**"Guarantee Obligation"**: as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit), if to induce the creation of such obligation of such other Person the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

**"Guarantors"**: the collective reference to Holdings and the Subsidiary Guarantors.

**"Hedge Agreements"**: all interest rate or currency swaps, caps or collar agreements, foreign exchange agreements, commodity contracts or similar arrangements entered into by the Borrower or its Subsidiaries providing for protection against fluctuations in interest rates, currency exchange rates, commodity prices or the exchange of nominal interest obligations, either generally or under specific contingencies.

**"Hedged Eligible Inventory Value"**: at the time of any determination thereof, the total value of all Eligible Inventory of the Borrowing Base Parties, as determined by the pricing

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Mortgaged Properties as to which such flood insurance as required by Regulation H has been obtained and is in full force and effect as required by this Agreement).

**4.22 Gasoline Taxes.** As of the Closing Date, certain obligations of the Borrowing Base Parties in respect of gasoline taxes and tolls paid by gasoline delivery truck drivers and other obligations of the Borrowing Base Parties incurred in their day-to-day business activities as required by, or as may be necessary under, applicable law are supported by surety bonds issued by Fidelity and Deposit Company of Maryland, an affiliate of Zurich Insurance, for the benefit of the beneficiaries of such surety bonds in the aggregate amount of \$32,128,219 (collectively, the "Surety Bonds"). As of Closing Date, the Borrowing Base Parties have provided a Letter of Credit in the Face Amount of \$10,000,000 in favor of Fidelity and Deposit Company of Maryland to secure their reimbursement obligations in connection with such surety bonds.

#### SECTION 5. CONDITIONS PRECEDENT

**5.1 Conditions to Initial Extension of Credit.** The agreement of each Lender to make the initial extension of credit requested to be made by it hereunder is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) **Loan Documents.** The General Administrative Agent shall have received (i) this Agreement, executed and delivered by a duly authorized officer of the Revolving Credit Administrative Agent, Holdings and the Borrower, (ii) the Guarantee and Collateral Agreement, executed and delivered by a duly authorized officer of Holdings, the Borrower and each Subsidiary Guarantor, (iii) a Mortgage covering each of the Mortgaged Properties (other than any Post-Closing Mortgaged Property), executed and delivered by a duly authorized officer of each party thereto and (iv) a Lender Addendum executed and delivered by each Lender and accepted by the Borrower.

(b) **Acquisition, etc.** The following transactions shall have been consummated or have occurred, in each case on terms and conditions reasonably satisfactory to the Lenders:

(i) the Acquisition shall have been consummated in all material respects in accordance with all applicable law and the Acquisition Documentation, and no material provision thereof shall have been amended, waived or otherwise modified without the prior written consent of the General Administrative Agent (such consent not to be unreasonably withheld or delayed);

(ii) Holdings shall have received at least \$50,000,000 from the proceeds of an intercompany loan or loans made to Holdings by OAO Lukoil or any of its Affiliates, and such proceeds shall have been contributed to the Borrower as common equity or surplus, which intercompany loan or loans shall be subordinated to payment of the Obligations hereunder pursuant to Subordinated Debt Documentation in form and substance reasonably satisfactory to the General Administrative Agent;

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EXECUTION COPY

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**GUARANTEE AND COLLATERAL AGREEMENT**

made by

**LUKOIL AMERICAS CORPORATION**

**GETTY PETROLEUM MARKETING INC.**

and certain of its Subsidiaries

in favor of

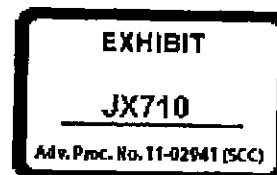
**LEHMAN COMMERCIAL PAPER INC.,**

as General Administrative Agent

Dated as of May 19, 2004

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LAC 005683

GUARANTEE AND COLLATERAL AGREEMENT, dated as of May 19, 2004, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of LEHMAN COMMERCIAL PAPER INC., as General Administrative Agent (in such capacity, the "General Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of May 19, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LUKOIL AMERICAS CORPORATION, a Delaware corporation ("Holdings"), GETTY PETROLEUM MARKETING INC., a Maryland corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), LEHMAN BROTHERS INC., as advisor, sole lead arranger and sole bookrunner (in such capacity, the "Arranger"), BNP PARIBAS, as syndication agent (in such capacity, the "Syndication Agent"), SOCIÉTÉ GÉNÉRALE, as documentation agent (in such capacity, the "Documentation Agent"), BNP PARIBAS, as revolving credit administrative agent (in such capacity, the "Revolving Credit Administrative Agent") and the General Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, certain of the Qualified Counterparties may enter into Specified Hedge Agreements with one or more of the Grantors;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the extensions of credit under the Credit Agreement and from the Specified Hedge Agreements; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the General Administrative Agent;

NOW, THEREFORE, in consideration of the premises and to induce the General Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the General Administrative Agent, for the benefit of the Secured Parties, as follows:

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# **EXHIBIT 3**

# **EXHIBIT 3-a**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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*In Re: Methyl Tertiary Butyl Ether ("MTBE")  
Products Liability Litigation*

Master File No. 1:00 - 1898  
MDL 1358 (SAS)  
M21-88

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This Document Relates To:

*Commonwealth of Pennsylvania, et al. v.  
Exxon Mobil Corp., et al., No. 1:14-CV-06228-SAS*

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**DEFENDANT LUKOIL AMERICAS CORPORATION'S OBJECTIONS AND  
RESPONSES TO PLAINTIFF COMMONWEALTH OF PENNSYLVANIA'S  
FIRST SET OF SPECIAL INTERROGATORIES TO DEFENDANTS**

Defendant LUKOIL Americas Corporation ("LAC") hereby makes its objections and responses to Plaintiff's First Set of Special Interrogatories to Defendants. LAC collectively refers to those interrogatories, including all related definitions and instructions, as "the Interrogatories." LAC reserves the right to amend and/or supplement these objections and responses, and to object (on any ground) to the use of these responses in any proceeding.

**GENERAL OBJECTIONS**

1. LAC objects to the Interrogatories to the extent they purport to impose obligations other than or in addition to those required under the Federal Rules of Civil Procedure, the Local Civil Rules, or Orders of the Court.
2. LAC objects to the Interrogatories because the allegations in Plaintiff's operative complaint are inadequate to justify the compulsion of any discovery from LAC whatsoever: this Court may not exercise personal jurisdiction over LAC.

purchased by an LAC officer for use in that officer's car, even if travelling for business purposes.

**INTERROGATORY NO. 4:**

State the last date that any entity supplied YOU with MTBE GASOLINE SOLD in PENNSYLVANIA.

**RESPONSE:**

None. *See* Response to Interrogatory No. 3.

**INTERROGATORY NO. 5:**

IDENTIFY each entity (including YOU, if applicable) that supplied YOU with MTBE GASOLINE FOR SALE in PENNSYLVANIA.

**RESPONSE:**

None. *See* Response to Interrogatory No. 3.

**INTERROGATORY NO. 6:**

IDENTIFY each refinery (including YOU, if applicable) that supplied YOU with MTBE GASOLINE SOLD in PENNSYLVANIA.

**RESPONSE:**

None. *See* Responses to Interrogatory Nos. 1 and 3.

**INTERROGATORY NO. 7:**

IDENTIFY each PENNSYLVANIA gasoline station that YOU owned, operated, leased and/or branded at any time since 1979 where MTBE has been detected in soil or groundwater.

**SPECIFIC OBJECTION:**

In addition to the general objections set out above, LAC specifically objects to this Interrogatory to the extent it requests information that it is not currently available in any sort of existing compilation of data. Conducting a site-by-site assessment at this time would be overly broad and/or unduly burdensome and oppressive to LAC. By way of further response, the Case Management Order that the parties are currently negotiating

contemplates production of similar information limited to readily available electronic data. LAC further objects to this Interrogatory to the extent it seeks site-specific information at this time because the Court has not yet opened site-specific discovery.

**RESPONSE:**

Subject to and without waiving its objections, LAC is producing information concerning current and former LNA sites in Pennsylvania. That information was derived from searches of existing electronic databases in LAC's possession, custody, and control. The information in LAC's possession, custody, and control may not be comprehensive; for example, it may not include: (1) MTBE detections occurring at a station LNA eventually acquired, but before LNA acquired it; and (2) detections at certain sites that LNA has sold. Based upon the search of readily available electronic databases within LAC's possession, custody, and control, the following is a list of current or former LNA sites for which there is a record of MTBE detection:

LNA Site #	Address	City
69201	41 W City Ave	Bala Cynwyd
69204	607 Ridge Pike	Conshohocken
69205	1209 Mainline Pike	West Chester
69207	305 Street Rd	Feasterville
69209	411 Macade Blvd	Glenolden
69210	729 Highland Ave	Chester
69211	435 Bryn Rd	WEST NORTHSIDE
69215	5756-74 Baltimore Ave	Philadelphia
69218	3005 Gontz Ave	Philadelphia
69219	1243 S Broad St	Philadelphia
69221	402 Adams Ave	Philadelphia
69223	8 E Main St	Lansdale
69230	495 Easton Rd	Horsham
69234	200 W Lincoln Hwy	Pennel
69235	3401 W Moreland Rd	Willow Grove
69236	495 Main St	Harleysville
69237	Route 202 & County Line Rd	Chalfont
69238	681 E Broad St	Souderton

69239	2500 Bethlehem Pike	Hatfield
69240	350 W Bridge St	New Hope
69241	630 Bethlehem Pike	Glenolden
69242	1457 Pottstown Pike	West Chester
69244	7959 Roosevelt Blvd	Philadelphia
69245	105 Greenwood Ave	Wyncote
69248	1450 Old York Rd	Abington
69249	12001 Knights Rd	Philadelphia
69250	6901 Marshall Rd	Upper Darby
69251	2600 W Ridge Pike	Trooper
69252	100 E Lancaster Ave	Paoli
69253	802 Bath Rd	Bristol
69254	501 S Oxford Valley Rd	Fairless Hills
69256	1165 Valley Forge Rd	Wayne
69258	7300 Algon Ave	Philadelphia
69264	2600 Easton Rd.	Willow Grove
69265	9499 Roosevelt Blvd	Philadelphia
69269	440 Swamp Rd	Doylestown
69701	1825 Penn Pike	West Chester
69702	4400 City Line Ave	Philadelphia
69704	518 Pennsylvania Ave	Fort Washington
69705	598 N York Rd	Hatboro
69706	315 Penn Ave	West Reading
69708	Delaware Ave & Spring Garden St	Philadelphia
69709	152 E Maple Ave	Langhorne
69710	401 Bethlehem Pike	Fort Washington
69711	50 W Lancaster Ave	Stratford
69714	913 Bethlehem Pike	North Wales
69715	80 W Germantown Pike	East Norriton
69716	558 Church Ln	Yeadon
69717	1685 Sumneytown Pike	Kutztown
69719	2201 York Rd	Jamison
69721	130 Wilmington Pike	West Chester
69723	807 E. Baltimore Pike	Kennett Square
69726	501 E Baltimore Pike	Media
69732	659 N. Easton Road	Doylestown
69246	3592 WEST CHESTER Pike	Newtown Square
69201	5 West City Line Avenue	Bala Cynwyd
69212	2607 Easton Road	Willow Grove
69208	20 S West End Boulevard	Quakertown

# **EXHIBIT 3-b**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X -----	) Master File No. 1:00-1898
IN RE METHYL TERTIARY BUTYL ETHER	) MDL No. 1358 (SAS)
PRODUCTS LIABILITY LITIGATION	) M21-88
----- )	
This document pertains to:	)
)	
Commonwealth of Pennsylvania, et al. v.	)
Exxon Mobil Corp., et al., No. 1:14-CV-06228-SAS	)
----- X -----	

**DEFENDANT GETTY PROPERTIES CORP.'S  
CASE MANAGEMENT ORDER NO. 119 "RELEASE SITE" IDENTIFICATION**

Defendant, Getty Properties Corp. ("Getty Properties"), by and through its attorneys, Rawle & Henderson LLP, and pursuant to the Federal Rules of Civil Procedure and Local Rules of the Southern District of New York, hereby submits the following "Release Site" identifications as required by Case Management Order No. 119.

Getty Properties' compliance in providing the below list of properties is not an admission as to the cause or existence, past or current, of MTBE at any of the sites listed, does not waive any of Getty Properties' defenses and does not waive any of its claims against Getty Petroleum Marketing, Inc., other parties or non-parties, as being liable for any or all alleged contamination at any or all of the sites listed below. By way of further response, Getty Properties conducted a good faith search to identify "release sites" and reserves the right to supplement or amend this list as discovery continues. Without waiving any of said reservations, Getty Properties identifies the following sites:

Station No.	Street Address	City	State	Facility ID No.
69497	RT 272 POPLAR STREET	ADAMSTOWN	PA	36-22488
67227	3050 LEHIGH STREET	ALLENTOWN	PA	

Station No.	Street Address	City	State	Facility ID No.
69682	MAIN & S. HIGH STREETS	ARENDSVILLE	PA	01-11701
69688	45 E. HANOVER ST	BONNEAUVILLE	PA	99-1175
67243	596 LANCASTER AVE. & PENN ST.	BRYN MAWR	PA	23-21984
67639	816 W. HIGH STREET	CARLISLE	PA	21-26025
69685	1070 TRINDLE ROAD	CARLISLE	PA	29-11695
67367	5300 SPRINGFIELD ROAD	CLIFTON HGTS.	PA	
67432	ROUTE #309 & FAIRMOUNT STREET	COOPERSBURG	PA	
67636	3730 CARLISLE RD	DOVER	PA	67-26051
67433	MAIN RT #611 & EAST ST.	DOYLESTOWN	PA	
67599	2425 NO. MARKET ST	ELIZABEHTOWN	PA	
67623	RT 116 & ORRTANNA ROAD	FAIRFIELD	PA	01-26-21
69419	200 NORTH 4TH STREET	HAMBURG	PA	06-41536
67627	103-121 CARLISLE ST (MIDTOWN)	HANOVER	PA	67-26022
67647	918 YORK STREET	HANOVER	PA	67-26043
67269	427 WEST COUNTY LINE ROAD	HATBORO	PA	
69428	3596 EAST NEWPORT ROAD	INTERCOURSE	PA	
69466	839 FERN AVENUE	KENHORST	PA	06-232710
67416	3796 OXFORD VALLEY RD	LEVITTOWN	PA	09-23892
67598	2300 MARKET ST	LINWOOD	PA	23-32133
69690	ROUTE 16	MCCONNELLSBURG	PA	29-11699
67642	4601 CARLISLE PIKE	MECHANICSBURG	PA	21-26059

<u>Station No.</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Facility ID No.</u>
67272	401 EAST BALTIMORE AVENUE	MEDIA	PA	
67654	911 EISENHOWER BLVD	MIDDLETON-HIGHSPIRE	PA	22-26026
69504	312 WEST MAIN STREET	NEW HOLLAND	PA	
69439	203 S. THIRD STREET	OXFORD	PA	15-32225
67617	3650 WILLIAM PENN HWY	PALMER TOWNSHIP	PA	48-42322
67596	3471 LINCOLN HWY. EAST	PARADISE	PA	23-23939
67435	192 DURHAM RD.	PENNDEL	PA	
97199	ROOSEVELT BLVD.,MASCHER &	PHILADELPHIA	PA	51-23928
67265	5700 RIDGE AVE & SHURS	PHILADELPHIA	PA	51-23901
67276	7800 RIDGE AVE	PHILADELPHIA	PA	51-21991
67201	3103-03 WEST CLEARFIELD STREET	PHILADELPHIA	PA	
67409	8797 FRANKFORD AVE. & MAGARGEK	PHILADELPHIA	PA	
67266	8244-8256 LOWBER AVENUE	PHILADELPHIA	PA	
67423	183 SOUTH WEST END BOULEVARD	QUAKERTOWN	PA	
69420	300 MORGANTOWN ROAD	READING	PA	06-22487
69672	1248 N. 9TH STREET	READING	PA	06-11544
67434	778 2ND STREET PIKE	RICHBORO	PA	09-23948
67398	1442 EASTON ROAD	ROSLYN	PA	
69676	SECOND STREET	SAINT CLAIR	PA	54-11546

Station No.	Street Address	City	State	Facility ID No.
67382	CHESTER PIKE & CLIFTON AVE.	SHARON HILL	PA	23-21998
67611	550 SOUTH MAIN STREET	SHREWSBURY	PA	67-11492
69476	602 S. MAIN STREET	SHREWSBURY	PA	67-23715
67425	301-303 HARLEYSVILLE PIKE	SOUDERTON	PA	46-23960
67288	RT 1 & OLD LINCOLN HWY.	TREVOSE	PA	09-21989
67428	STATE RD & HIGHLAND	UPPER DARBY	PA	23-23957
67632	2890 EAST PROSPECT STREET	YORK	PA	67-26028
69443	644 EAST MAIN STREET	EPHRATA	PA	
67215	40 <sup>th</sup> STREET AND POWLETON AVE.	PHILADELPHIA	PA	
67217	6900 FRANKFORD AVE.	PHILADELPHIA	PA	
67418	2391 DURHAM RD.	LANGHORNE	PA	09-22004
67426	798 SUMNEYTOWN	LANSDALE	PA	
67603	2324 N. GEORGE ST.	YORK	PA	67-63268
67607	7002 WOODLAND AVE.	PHILADELPHIA	PA	51-43218
69680	3901 PERKIOMEN AVE.	REIFFTON	PA	
97211	ROUTES 413 AND 232	WRIGHTSTOWN	PA	09-23963
67275	301 WEST MACDADE BLVD.	MILMONT PARK	PA	23-23933
67282	3024 NEW RODGERS RD	BRISTOL	PA	09-23935
69408	1505 PEMBROKE RD	BETHLEHEM	PA	48-21736
69005	721 ALLEGHENY ST	DAUPHIN	PA	22-11687
69447	629 WEST ORANGE STREET	LANCASTER	PA	36-23707
752	1201 IVY HILL RD	PHILADELPHIA	PA	51-23887

Station No.	Street Address	City	State	Facility ID No.
67663	3031 MOUNT CARMEL AVE.	GLEN SIDE	PA	46-09134
69426	1301 WEST BROAD ST.	BETHLEHEM	PA	39-22493
67638	50 NORTH MAIN STREET	GLEN ROCK	PA	67-26052
67437	301 EAST JOHNSON HIGHWAY	NORRITON	PA	

RAWLE & HENDERSON LLP

By:

John C. McMeekin II, Esquire (JM8956)  
Susan M. Dean, Esquire  
The Widener Building  
One South Penn Square  
Philadelphia, PA 19107  
Phone: 215-575-4324

Dated: 2/2/2016

Attorneys for Defendant,  
Getty Properties Corp.

# EXHIBIT 4

# **EXHIBIT 4-a**

27.FEB.2003 17:31  
LUKOIL USA INC

LUKOIL 527455404

02/26 'US 2U:U5 N40.224 UMP.3

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS OF  
LUKOIL AMERICAS CORPORATION**

(Delaware, U.S.A.)

Dated as of February 26, 2003

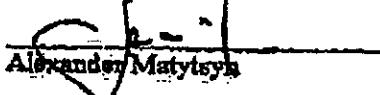
In accordance with Protocol No. 1 dated March 25, 2002 of the Supervisory Board of Lukoil International GmbH, as amended, the undersigned, being all of the members of the board of directors (the "Board of Directors") of Lukoil Americas Corporation, a company organized under the laws of the U.S.A. (the "Company"), do hereby waive notice and consent that when they shall have signed this consent, the following resolutions shall then be deemed to be adopted, to the same extent and with the same force and effect as if adopted by unanimous vote at a formal meeting of the Board of Directors, duly called and held for the purpose of acting upon the proposal to adopt such resolutions, all in accordance with applicable law:

**NOW, THEREFORE, BE IT RESOLVED** that the Corporation has received three million U.S. dollars (\$3,000,000.00) as a charter capital contribution from its immediate parent company, LUKOIL AMERICAS L.L.C. to be used as paid-in capital to increase the share capital in turn of GETTY PETROLEUM MARKETING INC. to be used to rebrand Getty stations with the Lukoil trademark(s).

Each officer of the Company is hereby directed and authorized to implement the above and take all other related acts and actions in the best interests of the Corporation.

Date: February 26, 2003

  
Vadim Gluzman, Director

  
Alexander Matysya

  
Vincent DeLaurentis

# **EXHIBIT 4-b**

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**From:** Lou Maschi  
**Sent:** Tuesday, August 19, 2008 12:23 PM  
**To:** Sem Logovinsky  
**Subject:** Project PA  
**Attachments:** LUKOIL OFFERING PA 2008.doc; PA Offering spreadsheet.xls

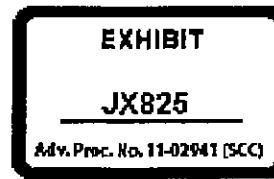
Sem,

Here is the offering we want to send Mr. LoPiccolo. If you are OK with it, I suggest we send it certified mail, Return Receipt Requested.

Any questions, please call me on my cell. Dave and I are stepping out of the office.

Lou

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LAC 001954

PRIVILEGED AND CONFIDENTIAL  
**PENNSYLVANIA**  
**LUKOIL OFFERING**

- 89 PRIME RETAIL GASOLINE SITES
  - FULLY RE-IMAGED IN 2006
  - BRANDED LUKOIL
- MAJORITY OCCUPIED AND OPERATING.
- ALL SITES LOCATED THROUGHOUT THE STATE OF PENNSYLVANIA

THESE SITES CONSIST OF THE FOLLOWING PROPERTY TYPES:

- 61 FEE SIMPLE PROPERTIES
- 28 LEASED PROPERTIES

THE FACILITIES CONSIST OF THE FOLLOWING:

3 BAY FACILITIES	50 MARTS
15 BAY/SNACK SHOPS	3 MART/BAYS
2 CAR WASHES	2 MART/CAR WASH
9 C-STORES	1 SNACK SHOP/CAR WASH
2 C-STORES/CAR WASH	2 SNACK SHOPS

TOTAL 2007 ANNUAL FUEL VOLUME:

- 100,944,940 GALLONS

2007 ANNUAL RENT INCOME:

- \$5,272,399

2007 ANNUAL RENT EXPENSE:

- \$2,585,190

2007 ANNUAL PROPERTY TAXES:

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- \$1,185,296

Assets to be acquired: 100% of the assets in the offering including Eighty-Nine (89) Lukoil Branded retail fuel stations, together with all real and personal property associated therewith, free and clear of all claims, liens and other encumbrances.

Purchase Price: Offer to be submitted by buyer on an "All Cash" deal with No financing contingencies.

Due Diligence Period: Buyer shall have a period of Sixty (60) days within which to review information or conduct additional due diligence.

Closing: Closing shall occur within Thirty (30) days after completion of Buyer's due diligence.

Fuel Supply: Buyer shall enter into a marketing agreement and branding agreement to continue Lukoil branded product supply for a period of 15-years at a competitive Rack Pricing deal. Seller shall secure this position by recording a deed restriction on each fee property for the supply of fuel for 15-years.

Environmental: To be determined by Seller and Buyer and included in the Purchase Sale Agreement (PSA).

Letter Of Intent (LOI): Buyer is to submit a LOI to Seller within 10-days of receipt of this offering indicating Buyer's intention to purchase for a listed purchase price.

Purchase Sale Agreement (PSA): Once purchase offer is made and accepted, Seller and Buyer will enter into Purchase Sale Agreement 15-days after receipt of LOI by Seller at which time Buyer must submit a 10% non-refundable cash deposit.

Attachments: Excel spreadsheet of all sites that fall within the offering providing site number, location, annual volume, rent income, rent expense, real estate taxes, site value, underlying lease terms, sub-tenant lease terms.

The foregoing sets forth a basic outline of Seller's offer. Neither Seller nor Buyer shall have any obligation to one another until such time as a comprehensive, binding agreement for purchase and sale has been approved and executed by both parties.

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LUK0199754

JX0825-0003  
LAC 001956

# **EXHIBIT 4-c**



Getty Petroleum Marketing Inc., a subsidiary of LUKOIL Oil Company

Sam Logovinsky  
*Vice President*  
Getty Petroleum Marketing Inc.  
1500 Hempstead Turnpike  
East Meadow, NY 11554

*Phone: 516-532-3200  
Fax: 516-532-3440*

EXHIBIT

JX756

Adv. Proc. No. 11-02547 (SCC)

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03/20/2007

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LUK0768405  
JX0756-0001  
LAC 001780

## **SOUTHERN BOOK**

### **162 Controlled Properties**

#### **Breakdown:**

##### **New Jersey**

<i>Fees</i>	52
<i>Leases</i>	21

##### **Pennsylvania**

<i>Fees</i>	61
<i>Leases</i>	28



GETTY PETROLEUM MARKETING INC., a subsidiary of LUKOIL Oil Company

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LUK0768408  
JX0756-0002  
LAC 001781

# **EXHIBIT 5**

# **EXHIBIT 5-a**

Page 948

1  
2 UNITED STATES BANKRUPTCY COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
-----X

4 In Re: Chapter 11  
5 GETTY PETROLEUM No. 11-15606 (SCC)  
6 MARKETING, INC., et al.,  
7 Debtors. (Jointly Administered)  
-----X

8 GETTY PETROLEUM  
9 MARKETING, INC., et al.,  
10 Plaintiffs,  
11 vs. Adversary Proceeding  
12 LUKOIL AMERICAS No. 11-02941 (SCC)  
13 CORPORATION, LUKOIL NORTH  
14 AMERICA LLC, OAO LUKOIL,  
15 VINCENT DE LAURENTIS, VADIM  
16 GLUZMAN, MICHAEL HANTMAN,  
17 MICHAEL LEWIS and SIMON  
18 LOGOVINSKY,  
19 Defendants.  
-----X

20 BEFORE:  
21 The Hon. SHELLEY C. CHAPMAN  
22 Bankruptcy Court Judge  
23

24 Reported by:  
25 Bonnie Pruszyński, RMR  
JOB NO. 61545

Page 955

1 Gluzman - Cross - Kirpalani  
 2 have -- we were selling products from, from  
 3 Pacific Northeast from our -- from California  
 4 coast to Russia.  
 5 Q And were you involved in Lukoil's 10:21  
 6 acquisition of GPMI in any way?  
 7 A Yes, absolutely.  
 8 Q And can you explain to the court your  
 9 involvement there?  
 10 A At some point in of time, I was 10:21  
 11 introduced to Sam Logovinsky, and Sam knew Vince  
 12 DeLaurentis, so Sam introduced me to Vince  
 13 DeLaurentis, and then we started talking with  
 14 Vince first, and then Vince introduced me to  
 15 Liebowitz, and that's how we start negotiating. 10:21  
 16 Q And do you recall what year this was?  
 17 A '99, 2000.  
 18 Q And did you -- did, did Lukoil  
 19 ultimately acquire GPMI?  
 20 A Yes, yes. Lukoil bought GPMI I 10:21  
 21 believe late 2000. And GPMI was a publicly held  
 22 company. It was a New York Stock Exchange  
 23 company. That was -- that was the first time that  
 24 Russian company had acquired a publicly traded  
 25 company in the United States. We had to go 10:22

Page 956

1 Gluzman - Cross - Kirpalani  
 2 through numerous exercises with Securities and  
 3 Exchange Commission. So, we got all the  
 4 approvals, and we were -- we successfully bought  
 5 the company. 10:22  
 6 Q Now, what was your plan for senior  
 7 management of GPMI after Lukoil acquired the  
 8 company from Getty?  
 9 A Well, I looked at the management, I  
 10 thought that the management was pretty good. 10:22  
 11 Vince DeLaurentis had at that time probably over  
 12 30 years of experience, working for Sunoco and  
 13 Getty, writing gasoline stations, so I promoted  
 14 him to the president of the company.  
 15 Michael Hantman was corporate 10:22  
 16 controller. I thought very highly about Michael's  
 17 ability, so Michael became a senior vice president  
 18 and chief financial officer. Sam Logovinsky  
 19 became a vice president and the head for sort of  
 20 new business opportunities. Donna Baumgardner 10:23  
 21 became a corporate controller.  
 22 The only person didn't stay with the  
 23 company was an attorney who was very old, and he  
 24 pretty much retired, and we hired outside attorney  
 25 working for Getty. 10:23

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TSO Reporting - Worldwide 877-702-9580

Page 957

1 Gluzman - Cross - Kirpalani  
 2 And that was pretty much it. So, we  
 3 didn't really touch anyone.  
 4 Q The outside attorney that you hired,  
 5 you hired him as your general counsel? 10:23  
 6 A Yes.  
 7 Q Is that Michael Lewis?  
 8 A No, no. It was another lady working  
 9 for us for several years, and then she went  
 10 somewhere else, so we needed another attorney and 10:23  
 11 we hired Michael Lewis after that.  
 12 Q And what about your role, sir? What  
 13 was your role at GPMI from inception?  
 14 A Well, in the beginning, we looked for  
 15 the company -- we looked to the company, we were 10:24  
 16 breaking it apart, in terms of understanding  
 17 what's good, what's bad. It was sort of  
 18 old-fashioned running company, by Liebowitz. The  
 19 company didn't have computers and it was run by  
 20 pen and pencil. So we did a lot of work to sort 10:24  
 21 of modernize the operations, technologically.  
 22 And also, they had not as good supply  
 23 as the supply I worked on, and I brought a new  
 24 supply agreement from British Petroleum, so that  
 25 helped the company, and pretty much we were, you 10:24

Page 958

1 Gluzman - Cross - Kirpalani  
 2 know, getting to know the management, getting to  
 3 know dealers. I personally took trips around the  
 4 whole operations, all 13 states, and then I met  
 5 people in the region. I met dealers, vendors. 10:25  
 6 So, it took me like half a year  
 7 running around the country and meeting, meeting  
 8 the people.  
 9 And then later on, I was trying to  
 10 link the operations of Getty into Lukoil's 10:25  
 11 production, as Getty was just a jobber, just a  
 12 distributor, so Getty didn't have any extra  
 13 opportunities to work with any producing oil  
 14 company. So, when Lukoil became an owner of  
 15 Getty, I was trying to establish the link to bring 10:25  
 16 Lukoil's crude to the United States.  
 17 Lukoil had a pretty substantial  
 18 production in the northern part, northern Arctic,  
 19 so, the delivery from there to the East Coast of  
 20 the United States would be probably 30 percent of 10:26  
 21 the lag from Middle East to United States. So, it  
 22 was logically feasible to do that.  
 23 And I was trying to buy refineries in  
 24 the United States. We had several negotiations.  
 25 We didn't end up buying the refinery for several 10:26

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TSO Reporting - Worldwide 877-702-9580

Page 959

1 Gluzman - Cross - Kirpalani  
 2 reasons, but that's what I was trying to do in  
 3 those years.  
 4 Q So, those years that you are  
 5 referring to, were you predominantly working for 10:26  
 6 GPML, or were you working for GAO?  
 7 A No, at that time I was only working  
 8 for GPML. I'm talking from the time we acquired  
 9 the company, for the next couple, three years.  
 10 Q And so, were you responsible also for 10:26  
 11 GPML's efforts to expand its gas station  
 12 footprint?  
 13 A Well, not really. Vince had, like I  
 14 said, 30 years' experience. I think Sem had even  
 15 more. Sem started his own company and grew it to 10:26  
 16 a very big company. And so, combined they had  
 17 60 years of experience.  
 18 I gave them instructions. I knew  
 19 that by having management in Getty Petroleum,  
 20 Getty could buy another thousand, maybe even 1500 10:27  
 21 stations without adding any overhead. So the goal  
 22 was -- the strategy was to go and get stations, to  
 23 go lease stations, without adding overhead. So  
 24 pretty much adding revenues at no expense  
 25 worldwide. 10:27

Page 960

1 Gluzman - Cross - Kirpalani  
 2 So, that was sort of the growing  
 3 strategy within the company.  
 4 Q And who was involved in locating the  
 5 opportunity to buy the ConocoPhillips stations in 10:27  
 6 2004?  
 7 A I'm not sure whether it's Vince or  
 8 Sem was indirect, it was indirectly Sem's  
 9 responsibility to look for new opportunities. I  
 10 think ConocoPhillips, they had to divest of sites 10:27  
 11 due to their requirement from FTC, after the  
 12 merger. I think they made it public, and Vince  
 13 and Sem looked at the opportunity. They present  
 14 it to me. It looked very good. I told them go  
 15 ahead and get it done. 10:28  
 16 Q Last week you testified that you had  
 17 other roles from 2004, 2005, all the way through  
 18 2008, at OAO Lukoil, and you were traveling a lot.  
 19 Do you recall that testimony?  
 20 A Yes. It started in 2003. 10:28  
 21 Q Okay. So can you explain for the  
 22 Court what you were doing, what you were doing  
 23 with a lot of your time during that mid 2000  
 24 period, when you were traveling?  
 25 A I worked on several, several deals, 10:28

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TSQ Reporting - Worldwide 877-702-9580

Page 961

1 Gluzman - Cross - Kirpalani  
 2 sizable deals for Lukoil. I worked on two big  
 3 corporate deals. My first deal I worked was a  
 4 deal with ConocoPhillips which became a part of  
 5 the transaction. At that time it was the largest 10:29  
 6 transaction by any American companies investing in  
 7 Russia.

8 ConocoPhillips became 20 percent-  
 9 shareholder in Lukoil. ConocoPhillips and Lukoil  
 10 put together a big production joint venture in 10:29  
 11 northern parts of Russia. So, it took me  
 12 18 months to negotiate that deal.

13 Q Can we just stay with ConocoPhillips  
 14 for a second, just because I want the record to be  
 15 clear. 10:29

16 Any connection at all between the  
 17 ConocoPhillips gas station business and the  
 18 ConocoPhillips corporate transaction you are  
 19 talking about?

20 A No. I was working on the corporate 10:29  
 21 transaction. It's completely unrelated. It just  
 22 happened to be pretty much in the same time. I  
 23 think ConocoPhillips' stations acquisition in the  
 24 United States was around 2004, and I work on the  
 25 corporate deal from 2003, and we closed that deal, 10:29

Page 962

1 Gluzman - Cross - Kirpalani  
 2 I believe in September 2004.  
 3 Q Okay. And so --  
 4 THE COURT: So, I'm confused. So, on  
 5 behalf of GPML, you worked to acquire the 10:30  
 6 ConocoPhillips stations for GPML?  
 7 THE WITNESS: Vincent and Sem did  
 8 that deal. I wasn't really doing that. I  
 9 was in Europe at that time.  
 10 THE COURT: Okay. But at this -- at 10:30  
 11 that time frame, who was your employer?  
 12 THE WITNESS: GPML.  
 13 THE COURT: Okay. But you just -- in  
 14 response to what Mr. Kirpalani asked you,  
 15 you indicated that you worked on a corporate 10:30  
 16 deal for OAO Lukoil.  
 17 THE WITNESS: Correct.  
 18 THE COURT: And did OAO Lukoil  
 19 compensate you for that work?  
 20 THE WITNESS: I was -- I was given 10:30  
 21 sort of option for -- stock option for the  
 22 deal, yes.  
 23 THE COURT: Stock option for what?  
 24 THE WITNESS: For that deal,  
 25 corporate deal with ConocoPhillips. 10:31

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TSQ Reporting - Worldwide 877-702-9580

Page 963

Gluzman - Cross - Kirpalani

THE COURT: So, in compensation for working on the corporate-level deal in which ConocoPhillips acquired a 20 percent interest in Lukoil, you were given stock options in Lukoil?

THE WITNESS: Correct.

THE COURT: Okay, go ahead.

BY MR. KIRPALANI:

Q In your capacity -- well, did you have a title at any point at OAO Lukoil?

A While I was working on the first corporate deal with ConocoPhillips, I needed some title with Lukoil while I was negotiating, because I was primary -- the only negotiator, the only person negotiating that deal. So, if it would look -- it would look strange if I would give my business card where it says Getty Petroleum Marketing.

So I got a title with OAO Lukoil, so I was giving my card to people.

Q Putting aside why you got it, what was your title?

A I was vice president of Lukoil.

Q And as vice president of OAO Lukoil,

10:31

10:31

10:32

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Page 964

Gluzman - Cross - Kirpalani

Were you an officer of OAO Lukoil?

A No.

Q What is your understanding, sir, of what an officer is?

10:32

A Well, officers are running the company. They are making decisions on the company. I didn't make any decisions for Lukoil. I was primary M&A person for Lukoil negotiating the deal. I wasn't making all the decisions, so, I was not an officer.

Q Was your title at OAO Lukoil related to your role at GPMI?

A No.

Q How was the relationship between OAO Lukoil as shareholder, ultimate shareholder, and GPMI governed?

A Lukoil had their very, very strict reporting system, not to GPMI, to every subsidiary. Every subsidiary was very equal. So GPMI had to report operational data and financial data on many different levels.

So, we reported monthly our operational data. I believe the monthly financial report was sent to Moscow. Then quarterly reports

10:32

10:33

10:33

TSG Reporting - Worldwide 877-702-9580

Page 965

Gluzman - Cross - Kirpalani

were sent to Moscow, semi-annual, and annual reports.

Budgeting was one of the difficult, difficult situations, for not only GPMI but for every subsidiary. Budget was very vigorously attacked by the parent company on every subsidiary to make sure that the subsidiary stays within budget.

So, there was special forms, thousands of different forms, spreadsheets in Russia. So I had to hire actually an additional person who became an accountant for me.

Q Who was that?

A Elena Picman, and she was in charge of communications with Moscow and to make sure that all the reports were going to Moscow on time. It was a job, and she couldn't even get it herself, so we had more people. I had to hire another person, a Russian-speaking person who helped her to do that.

And every quarter she had to go to Moscow to defend the budget, because any deviation in budget was like an earthquake for them.

Q Were you engaged in any other

10:33

10:34

10:34

TSG Reporting - Worldwide 877-702-9580

Page 966

Gluzman - Cross - Kirpalani

strategic transactions for OAO Lukoil, or was ConocoPhillips the only one?

A No. I worked on several other transactions. I worked on another big transaction with a Spanish oil company Repsol, that took me about two, three years, and I worked on a couple of big gas deals, one with U.S., big U.S. oil company, Marathon Oil.

And I also did a couple sizable deals for asset deals for Lukoil in Europe. That all happened between 2003 and sort of late 2008.

Q And so during the first three years, is it correct that during the first three years you were principally working at GPMI, and then from 2003 to 2008, you were dividing your responsibilities? Is that a fair characterization?

A Yes. Before 2003, I only worked for GPMI, and I didn't really travel anywhere. 2003, Mr. Ilya Borodin, he knew my abilities to do M&A deals, so he wanted me to take leading role and negotiate deal with ConocoPhillips. So I was introduced to ConocoPhillips at that time, and I worked with him for year-and-a-half to do the

10:35

10:35

10:35

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1 Gluzman - Cross - Kirpalani  
2 deal.

3 So that time I spent pretty much all  
4 the time in Europe.

5 Q What was the relationship between 10:36  
6 GPMI, and Getty Realty before Lukoil acquired GPMI?

7 A It used to be one company. I believe  
8 in 1997, GPMI was spun off from Getty Properties,  
9 and it became two, two companies, with pretty much  
10 the same shareholding base and management. 10:36

11 And then later on, Liebowitz was  
12 marketing GPMI, trying to set it, and that's what  
13 Lukoil end up buying.

14 Q So, when Lukoil ended up buying GPMI,  
15 what was the term of the master lease at that 10:36  
16 point? How long was the master lease when Lukoil  
17 acquired GPMI?

18 A When Lukoil acquired GPMI, we  
19 renegotiated the master lease and we put together  
20 a new restated inventory master lease for 15 10:36  
21 years.

22 Q At any time was OAO Lukoil a party to  
23 the master lease?

24 A No. Lukoil was never party to a  
25 master lease, but OAO Lukoil had guaranteed the 10:37

Page 967

Page 968

1 Gluzman - Cross - Kirpalani  
2 lease, the initial performance of the lease, for  
3 first three years. Getty Realty also had an  
4 option to extend the guarantee for an extra year  
5 on certain financial conditions. 10:37

6 Q And that was a negotiated provision  
7 between Getty Realty and GPMI and OAO Lukoil?

8 A Yes.

9 Q How did GPMI perform in the early  
10 years after being acquired by Lukoil Americaa? 10:37

11 A GPMI performed really well. By the  
12 virtue of change in supply to British Petroleum,  
13 it brought an extra series of revenues. So we  
14 outperformed pretty much every year of GPMI for --  
15 before our acquisition, up until 2005. 10:38

16 Q And during the entire time that  
17 Lukoil owned GPMI, did GPMI ever remit dividends  
18 to the parent company?

19 A No, no, GPMI never remit dividends,  
20 because the goal was to grow the business in the 10:38  
21 United States, and to rebrand stations around  
22 New York, around New York City, northern New  
23 Jersey, sort of southern Upstate, where the most  
24 sort of traffic of -- people traffic is.

25 So, Lukoil had -- so we invested 10:38

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TSG Reporting - Worldwide 877-702-9580

Page 1028

1 Gluzman - Cross - Kirpalani  
 2 may be that I ask you for half-an-hour  
 3 variances here and there. If there are any  
 4 better times and worse times, morning versus  
 5 the afternoon -- one option is that I fit 11:46  
 6 others within a lunch hour, which would mean  
 7 that we just have to propose a predictable  
 8 lunch hour on you.

9 But I just want to float it out 11:46  
 10 there, the storm clouds are gathering, and  
 11 we are going try to figure out who needs  
 12 what.

13 See you at about five of.

14 (Recess taken.)

15 THE COURT: Please have a seat. 11:49

16 MR. KIRPALANI: All set, your Honor?

17 THE COURT: Ready when you are.

18 BY MR. KIRPALANI:

19 Q Mr. Gluzman, in your own words, can 12:04  
 20 you describe for the Court what was the purpose of  
 21 the 2009 sale of ConocoPhillips' assets to LNA?

22 A The purpose was to generate as much 12:04  
 23 as GPML could possibly do, and ask the parent  
 24 company to give the difference, I would always  
 25 prefer the equity, so GPML would pay its debts and

TSO Reporting - Worldwide 877-702-9580

Page 1029

1 Gluzman - Cross - Kirpalani  
 2 continue to perform, continue to pay its  
 3 obligations on the master lease.

4 Q Did you plan to put GPML into 12:05  
 5 bankruptcy one year after the sale to LNA?  
 6 A I thought I already mentioned that so  
 7 many times. Bankruptcy really wasn't in my mind,  
 8 no. So the answer is no, I was never planning to  
 9 do bankruptcy in the first place.

10 THE COURT: But when Mr. Kirpalani 12:05  
 11 talks about bankruptcy, I just want to be  
 12 sure, when you say you weren't thinking  
 13 about bankruptcy, do you mean you were --  
 14 bankruptcy as an option with respect to the  
 15 master lease issues as opposed to, we have 12:05  
 16 seen lots of references to the possibility  
 17 that as part of the restructuring, or  
 18 incident to the restructuring, there might  
 19 be a bankruptcy in a year.

20 So, when you say that you really 12:05  
 21 weren't thinking about that, what exactly do  
 22 you mean?

23 THE WITNESS: I mean that I -- after  
 24 the restructuring, after the sale to LNA, I  
 25 was never intending to do anything with the 12:06

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Page 1030

1 Gluzman - Cross - Kirpalani  
 2 bankruptcy. I was continuing to negotiate  
 3 with Leo and Driscoll to improve the master  
 4 lease.

5 THE COURT: But I don't understand 12:06  
 6 that statement, Mr. Gluzman, because after  
 7 the restructuring, you were then going to be  
 8 an officer of LNA; correct?

9 THE WITNESS: Yes, but we had the 12:06  
 10 service agreements, your Honor, between two  
 11 companies. We were advised to move most of  
 12 the liabilities to LNA, but I was still an  
 13 officer and a director of GPML. My payroll  
 14 was coming from LNA, but I still held the  
 15 position of chairman of the board and CEO of 12:06  
 16 GPML until the day of sale to Cambridge.

17 BY MR. KIRPALANI:

18 Q Mr. Gluzman, did you intend to limit 12:06  
 19 any of GPML's retail operations after the sale to  
 20 LNA?

21 A Yes. Our plan was to -- at that  
 22 time, we already, GPML already sublet New England,  
 23 everything outside of New York, so New York was  
 24 the only area where GPML had operations. So, the  
 25 intention was that -- to close those operations, 12:07

TSO Reporting - Worldwide 877-702-9580

Page 1031

1 Gluzman - Cross - Kirpalani  
 2 it was difficult, very challenging -- sublease it  
 3 to the jobbers like we did in New England and  
 4 south.

5 And in that case, it would be flat 12:07  
 6 loss of just slightly over \$10 million a year, and  
 7 we put together a plan for the parent that  
 8 \$10 million a year would be loss for the remaining  
 9 of the lease, until the end of the lease in 2015.  
 10 So, my calculation of the equity bringing in, it 12:07  
 11 had to be enough money to cover liability until  
 12 the end of the lease.

13 And while I was doing that, they  
 14 didn't want to entertain that idea with their  
 15 operations, because they said today is still okay 12:08  
 16 margin, tomorrow margin will drop again, and there  
 17 will be not \$10 million a year but \$20 million a  
 18 year.

19 So then we decided that we'd just  
 20 have to sublease closed operations, so all GPML 12:08  
 21 would receive checks from their jobbers and give  
 22 one check to Getty Realty, and that would be it.  
 23 In that case, the loss would be fixed at, I  
 24 believe like 10.3 million a year.

25 So, when the equity came, there was 12:08

TSO Reporting - Worldwide 877-702-9580

Page 1037

Gluzman - Cross - Kirpalani

BY MR. KIRPALANI:

Q If you can look -- you can look at either version, Mr. Gluzman, but we are going to look at JX-183-T, the English translation. 12:14

Can you tell the Court what this document is?

A Well, this document is a typical protocol of the meeting between those individuals, and the head of their meeting Mr. Nekrasov was basically ordering certain people to do certain things. 12:15

Q So this is on March 26, 2009; correct? 12:16

A Yes. 12:15

Q And if you can look at section five of paragraph five, it says, "To instruct Vice President V.S. Gluzman," and then it goes on." Do you see that paragraph? 12:16

A Yes. 12:15

Q Can you explain to the Court what instructions you were being given? 12:16

A Mr. Matytsyn is the head of corporate finance, so I was given instructions, pretty much ordered to go and refinance the debt on -- in the 12:16

TSO Reporting - Worldwide 877-702-9580

Page 1038

Gluzman - Cross - Kirpalani

marketplace, and without parent's contribution, and in the event that it was unsuccessful, then I had to apply the materials to special restructuring committee within oil, Lukoil, for consideration of -- for consideration of our internal financing. 12:16

Q And we are going to come back to this later, but while we are here, take a look at paragraph four. There is a reference to you appealing to President Alekperov in order to resolve an issue. 12:16

Can you just tell the Court what that is about? 12:16

A This was a part of their transfer, part of the restructuring, transferring blending and supply business from GPMI to Litasco subsidiary, LPA. 12:16

Q And what is it that you were appealing? 12:17

A I thought I testified to that, that I did not believe that LPA was capable of supplying GPMI, so I thought they would be detrimental to GPMI's performance if this blending/supply organization, which was an internal part of their 12:17

TSO Reporting - Worldwide 877-702-9580

Page 1039

Gluzman - Cross - Kirpalani

GPMI business, transferred to a third party, even sister company.

And I told Mr. Nekrasov, I don't want to do that, and then he told me, my decision is to 12:17 do it. If you want to change, you have to go appeal to my boss. So I --

Q Let's stay now with the section five on investigating the possibility of financing. Let's look back at the original Joint Exhibit 183, 12:17 the cover e-mail. It's JX-0183--001.

THE COURT: Mr. Kirpalani --

MR. KIRPALANI: Yes.

THE COURT: -- are you going to come back to 183-T in any more detail? 12:18

MR. KIRPALANI: Probably not. If your Honor has any questions about that, go ahead and ask.

THE COURT: Could we go back to 183-T, and under the decided, number one, it 12:18 says, "To generally approve," et cetera, and there is a reference to an appendix one.

Mr. Kirpalani, my document doesn't have appendix one.

MR. KIRPALANI: Your Honor, we 12:18

TSO Reporting - Worldwide 877-702-9580

Page 1040

Gluzman - Cross - Kirpalani

searched for this through all the documents produced in the case. None of us could find it at Quinn.

THE WITNESS: It's probably the bubble chart, one of the bubble charts, because it says in Russian -- well, there is an English transcript -- "generally approved." That's what it says. It says generally approved their -- the theme, 12:19 approved their, their --

THE COURT: But there is no -- so there is no appendix one, okay.

THE WITNESS: Okay.

THE COURT: Can you turn the page, 12:19 please. Can you explain paragraph 6.2. So when there is a reference there to the business reorganization plan of Lukoil Americas, is that the same thing as the reorganization of the retail business in the 12:19 U.S.A.?

THE WITNESS: Your Honor, 6.2 refers to Mr. Fedotov, who had in my view a very unique position and situation. He was the head of budgeting for entire company. 12:19

TSO Reporting - Worldwide 877-702-9580

Page 1169

1

2

3 C E R T I F I C A T E

4 STATE OF NEW YORK )

5 : SS.

6 COUNTY OF NEW YORK )

7

8 I, BONNIE PRUSZYNSKI, a Notary

9 Public with and for the State of New York,

10 do hereby certify:

11 That the foregoing transcript of  
12 proceedings is a true record of the testimony  
13 given and the proceedings had in the  
14 foregoing matter;

15 I further certify that I am not related  
16 to any of the parties to this action by  
17 blood or marriage, and that I am in no way  
18 interested in the outcome of this matter.

19 IN WITNESS WHEREOF, I have hereunto  
20 set my hand this 28th of May, 2013.

21

22

23

24

25

---

Bonnie Pruszynski

# **EXHIBIT 5-b**

Page 1

1 UNITED STATES BANKRUPTCY COURT  
2 SOUTHERN DISTRICT OF NEW YORK

4 - - - - - x  
5 GETTY PETROLEUM MARKETING, INC.

6 and LIQUIDATING TRUSTEE, Cause No. 11-15606-scc

7 Debtors.

8 - - - - - x  
9 GETTY PETROLEUM MARKETING, INC.,

10 ET AL Adversary Proceeding  
11 v Cause No. 11-02941-scc

12 LUKOIL AMERICAS CORPORATION,

13 ET AL

14 - - - - - x

15 U.S. Bankruptcy Court  
16 One Bowling Green  
17 New York, New York

18  
19 June 10, 2013

20 10:03 AM

21  
22 BEFOR E :

23 HON. SHELLEY G. CHAPMAN, ESQ.

24 U.S. BANKRUPTCY JUDGE

25 ECRO: F. FERGUSON

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Page 2

1 HEARING Re Adversary Proceeding 11-02941-scc, Getty  
 2 Petroleum Marketing, Inc., et al v LUKOIL Americas  
 3 Corporation, et al, TRIAL

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24 Transcribed by: Sheila Orms and Sherri Bresch

Page 3

## A P P E A R A N C E S :

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Page 4

## P.R.O.C.E.D.I.N.G.S

THE COURT: All right. How is everybody? Ready for a nice long week together? I have to take a break today at 12:30 to welcome the interns to the court, so that'll be our stopping point for lunch today. All right. Ready when you are.

MR. BONGIORNO: Good morning, Your Honor.

THE COURT: Good morning.

MR. BONGIORNO: The plaintiff calls Sem Logovinsky.

THE COURT: Good morning, would you raise your right hand, please?

SEM LOGOVINSKY, WITNESS, SWEORN

THE COURT: Please have a seat.

## DIRECT EXAMINATION

BY MR. BONGIORNO:

Q Good morning, Mr. Logovinsky.

A Good morning, Mr. Bongiorno.

Q Could you tell us --

THE COURT: Mr. Logovinsky -- excuse me, Mr. Bongiorno. Would you pull that microphone a bit towards you, please? Thank you.

Q Mr. Logovinsky, when did you join GPMI?

A I joined GPMI in 2001, February of 2001.

Q And what was your title at GPMI?

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1 BY MR. BONGIORNO:  
 2 Q And you worked -- I'm sorry, you resigned last year; is  
 3 that right?  
 4 A Yes, that's right.  
 5 Q Okay. You had titles at other LUKOIL entities as well,  
 6 didn't you?  
 7 A No, I don't.  
 8 Q You never had any title at any other LUKOIL entity?  
 9 A No, I don't.  
 10 Q Okay.  
 11 MR. BONGIORNO: Why don't we take a look at Joint  
 12 Exhibit 488 in the book.  
 13 (Video clip played)  
 14 MR. BONGIORNO: Sorry.  
 15 Q Can you find that on the tab in the binder in front of  
 16 you, sir?  
 17 A 4887  
 18 Q 488. Do you see on the first page of that, which is  
 19 also up on the screen, LUKOIL USA, Inc. Are you familiar  
 20 with that entity, sir?  
 21 A Yes.  
 22 Q Okay. And were you not the Vice-President of Wholesale  
 23 and New Business Development at that entity?  
 24 A As it is, it's written here.  
 25 Q Is that news to you?

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1 A It is.  
 2 Q Okay. What about the next page, LUKOIL America's  
 3 Corporation, LAC? Are you aware that you were the Vice-  
 4 President of Wholesale and New Business Development at LAC,  
 5 sir?  
 6 A No, I don't.  
 7 Q You didn't know that?  
 8 A No, I didn't.  
 9 Q Okay. Now about Getty Petroleum Marketing, Inc.,  
 10 you're certainly aware that you had a title there, right?  
 11 A Yes.  
 12 Q Okay. And you're also aware that you were on the board  
 13 there, now -- at least now that you look at this?  
 14 A Yes.  
 15 Q Okay. On the next page, there's an entity called Getty  
 16 Terminals Corp. Do you see that?  
 17 A Yes. Yes.  
 18 Q Okay. Are you aware that you were on the board of  
 19 directors of that entity?  
 20 A No, I didn't.  
 21 Q You didn't know that?  
 22 A No, I don't.  
 23 Q Okay. What about Kingston Oil Supply Corp, ever hear  
 24 of that entity?  
 25 A No, I don't, same answer.

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1 Page 12.  
 2 Q You never heard of that one?  
 3 A No, I heard about it, I didn't know I was on the board  
 4 of directors.  
 5 Q Okay. So you're familiar with the entity, you just  
 6 didn't know you were on the board.  
 7 A Yes.  
 8 Q Okay. How about Gasway, Inc., do you know whether you  
 9 were on the board of that entity, sir?  
 10 A No, I don't.  
 11 Q Okay. Why don't we turn the page and see. Were you on  
 12 the board of that entity?  
 13 A According to this, yes.  
 14 Q Okay. But this doesn't refresh your memory in that  
 15 regard?  
 16 A No.  
 17 Q No. Is the same true of Petro USA, Inc., which is page  
 18 7 of this exhibit, did you know you were on the board of  
 19 that?  
 20 A No, I don't.  
 21 Q Okay. How about PT Petro Corp, have you ever heard of  
 22 PT Petro Corp?  
 23 A Yes, I did.  
 24 Q Okay. Did you know you were on the board?  
 25 A No, I don't.  
 26 Q Okay. What about LUKOIL American Headquarters, do you

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1 know whether or not you're on the board of that entity?  
 2 A No, I don't.  
 3 Q Finally, LUKOIL North America, Inc., LNA, do you know  
 4 whether you're on the board of that entity?  
 5 A No, I don't.  
 6 Q You don't know either way?  
 7 A No, I don't.  
 8 Q Okay. Why don't we turn to a different topic then,  
 9 sir. You're familiar with the phrase, the southern assets?  
 10 Do you know what I'm talking about when I say the southern  
 11 assets?  
 12 A Yes, I do.  
 13 Q Okay. Those were assets in southern Jersey and in  
 14 Pennsylvania; is that right?  
 15 A Yes.  
 16 Q And those were gas stations that GMX owned?  
 17 A Yes.  
 18 Q Those were assets that they acquired, GMX acquired  
 19 from ConocoPhillips; is that right?  
 20 A Yes.  
 21 Q Okay. And you were involved in attempting to sell the  
 22 southern assets; isn't that true, sir?  
 23 A That's true.  
 24 Q Was that your responsibility at GMX?  
 25 A Yes.

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Page 23

1 A Yes, I could.  
 2 Q So you could look at say, a hundred -- if you were  
 3 trying to figure out how much 150 gas stations were worth in  
 4 a portfolio, you could look through your windshield at 15 or  
 5 20 of them, and get a ballpark of what they were all worth,  
 6 couldn't you?  
 7 A Ballpark, yes.  
 8 Q Yeah. You could do that, right?  
 9 A Yes.  
 10 Q That's because you've been in this industry a long  
 11 time, right?  
 12 A That's correct.  
 13 Q Let's look at Joint Exhibit 183-T in your book. These  
 14 are -- six, these are the minutes of a meeting from March  
 15 26th, 2009 in Moscow, and you're listed on the first page as  
 16 one of the attendees at this meeting. Do you recall  
 17 attending this meeting, sir?  
 18 A Yes.  
 19 Q And Mr. Nekrasov, the First Vice-President of LUKOIL  
 20 Oil Company was also in attendance, was he not?  
 21 A Yes, he was.  
 22 Q A Mr. Fedotov was also in attendance at that meeting,  
 23 right?  
 24 A Yes.  
 25 Q He was the Vice-President and the Director of the Main

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Page 24

1 Department of Economics and Planning, is that his title?  
 2 A Yes.  
 3 Q Okay. What about Mr. Pachinko (ph), was he there?  
 4 A Yes, he was.  
 5 Q Okay. And the purpose of this meeting was  
 6 consideration of the retail business reorganization plan in  
 7 the USA; is that right?  
 8 A That's correct.  
 9 Q Okay. And a decision was made after having heard the  
 10 information about the reorganization plan at that meeting,  
 11 that these folks at the meeting decided to generally approve  
 12 the proposed arrangement for the reorganization of the  
 13 retail business in the USA. Is that what happened?  
 14 A Yes.  
 15 Q And you recall attending that meeting, right?  
 16 A Right.  
 17 Q You -- were you aware of \$340 million that GRMI  
 18 received from OAO LUKOIL in August of 2009?  
 19 A I was not aware about exact amount, I knew that GRMI  
 20 received the money, but about the amount I wasn't aware.  
 21 Q Okay. You were on the Board of GRMI at the time,  
 22 right?  
 23 A That's correct.  
 24 Q But you don't know the exact amount GRMI received, is  
 25 that your testimony?

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Page 25

1 A That's correct.  
 2 Q Okay. And you didn't really know what the money was  
 3 for, did you?  
 4 A According to this meeting --  
 5 Q Sir, I just want to know whether you know whether --  
 6 what that money was for, just yes or no.  
 7 A I don't know.  
 8 Q And you don't know whether it was equity, do you?  
 9 A I believe it was equity money was given to prime  
 10 company to --  
 11 Q As you sit here today, you think that money, that \$340  
 12 million was equity, is that your testimony?  
 13 A That's -- yes, it is.  
 14 Q Are you sure about that?  
 15 A No, I'm not.  
 16 Q You don't know, do you, sir?  
 17 A I don't know.  
 18 Q And that's because never told you, did they?  
 19 A I can't recall.  
 20 Q Okay. And you're not even sure where the \$340 million  
 21 came from, are you?  
 22 A Money came from --  
 23 Q I'm just asking whether or not you know, sir, you don't  
 24 have to tell me if you know.  
 25 A I don't.

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Page 26

1 Q You don't know, do you?  
 2 A I do know.  
 3 Q You know where that \$340 million came from today?  
 4 A Today, yes.  
 5 Q Okay. But at your deposition, you didn't know, did  
 6 you?  
 7 A I couldn't remember.  
 8 Q You couldn't remember then, but you can remember now?  
 9 A I can remember now.  
 10 Q Okay. And you're not sure whether or not the GRMI  
 11 Board was ever even consulted about that, are you?  
 12 A I don't understand the question.  
 13 Q The \$340 million that came into GRMI, you're not even  
 14 sure whether or not the GRMI Board was consulted about that  
 15 money, are you?  
 16 A I'm not aware of it.  
 17 Q I'm sorry, I couldn't hear you, sir.  
 18 A I'm not aware about it.  
 19 Q You're not aware of whether or not the GRMI board was  
 20 consulted about that \$340 million, is that your testimony?  
 21 A It was discussed, on the board it was discussed, I  
 22 remember it was discussed about money coming in and its  
 23 infusion into the company. What it was equity or any other  
 24 it wasn't my responsibility.  
 25 Q You don't know whether or not the \$340 million was ever

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**CERTIFICATION**

I, Sheila G. Orms and Sherri Breach, certify that  
the foregoing is a correct transcript from the official  
electronic sound recording of the proceedings in the above-  
entitled matter.

Dated: June 11, 2013

**Sheila  
Orms**

Digitally signed by Sheila Orms  
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email=digital1@veritext.com,  
c=US  
Date: 2013-08-07 12:08:37  
04'00'

**Signature of Approved Transcriber**

**Sherri L  
Breach**

Digitally signed by Sherri L Breach  
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c=US  
Date: 2018-08-07 12:09:09  
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SHERRI L. BREACH

AAERT Certified Electronic Reporter & Transcriber

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# **EXHIBIT 6**

# **EXHIBIT 6-a**

**Offer to Purchase for Cash  
All of the Outstanding Shares of Common Stock  
of**

**GETTY PETROLEUM MARKETING INC.**

at  
**\$5.00 Net Per Share**  
by

**MIKECON CORP.**

an Indirect Wholly Owned Subsidiary  
of

**OAO LUKOIL**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK  
CITY TIME, ON FRIDAY, DECEMBER 8, 2000, UNLESS THE OFFER IS EXTENDED.**

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, (I) THERE BEING VALIDLY TENDERED AND NOT PROPERLY WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A NUMBER OF SHARES OF COMMON STOCK, PAR VALUE \$0.01 PER SHARE (THE "COMMON STOCK"), OF GETTY PETROLEUM MARKETING INC. (THE "COMPANY"), WHICH REPRESENT AT LEAST A MAJORITY OF THE OUTSTANDING SHARES OF COMMON STOCK ON A FULLY DILUTED BASIS, AND (II) ALL APPLICABLE WAITING PERIODS UNDER THE HART-SCOTT-RODINO ANTI-TRUST IMPROVEMENTS ACT OF 1976, AS AMENDED (THE "HSR ACT"), HAVING EXPIRED OR BEEN TERMINATED. THE OFFER IS ALSO CONDITIONED UPON THE SATISFACTION OF CERTAIN OTHER TERMS AND CONDITIONS DESCRIBED IN SECTION 13 — "CONDITIONS OF THE OFFER".

THE OFFER IS AN INTEGRAL PART OF THE TRANSACTIONS CONTEMPLATED BY, AND IS BEING MADE PURSUANT TO, THE AGREEMENT AND PLAN OF MERGER (THE "MERGER AGREEMENT"), DATED AS OF NOVEMBER 2, 2000, BY AND AMONG OAO LUKOIL, LUKOIL INTERNATIONAL GMBH, LUKOIL AMERICAS CORPORATION, MIKECON CORP. AND THE COMPANY. SEE SECTION 11 — "PURPOSE OF THE OFFER; PLANS FOR THE COMPANY; CERTAIN AGREEMENTS".

THE BOARD OF DIRECTORS OF THE COMPANY, BY UNANIMOUS VOTE OF THE DIRECTORS, AND AFTER REVIEW OF PARTS OF THE TRANSACTION BY A SPECIAL COMMITTEE COMPRISED OF THE INDEPENDENT DIRECTORS, HAS (I) DETERMINED THAT EACH OF THE MERGER AGREEMENT, THE OFFER AND THE MERGER ARE FAIR AND IN THE BEST INTERESTS OF THE COMPANY'S STOCKHOLDERS; (II) APPROVED THE MERGER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER; (III) DECLARED THE MERGER AGREEMENT ADVISABLE; AND (IV) RECOMMENDED THAT THE COMPANY'S STOCKHOLDERS ACCEPT THE OFFER, TENDER THEIR SHARES OF COMMON STOCK PURSUANT TO THE OFFER AND APPROVE THE MERGER.

LUKOIL AMERICAS CORPORATION AND MIKECON CORP. HAVE ENTERED INTO SEPARATE SUPPORT AGREEMENTS WITH CERTAIN STOCKHOLDERS OF THE COMPANY WHO OWN AN AGGREGATE OF APPROXIMATELY 40% OF THE OUTSTANDING SHARES OF COMMON STOCK. SUCH STOCKHOLDERS HAVE, SUBJECT TO THE PROVISIONS OF THE SUPPORT AGREEMENTS, AGREED, AMONG OTHER THINGS, TO VALIDLY TENDER (AND NOT WITHDRAW) ALL SUCH SHARES PURSUANT TO THE OFFER.

banking days before the beginning of the relevant three-month period plus 2% per annum. The loan also requires Parent to repay the principal amount of the loan according to a repayment schedule upon demand by Lukoil Finance Limited, and Parent is to make its first repayment of principal on June 30, 2001. The last payment of interest and principal will be made on September 30, 2008. Once Purchaser has been merged with the Company and the Company is no longer a publicly traded company, the Company will pledge all of the shares of the Company to Lukoil Finance Limited in order to secure its payment obligations under the loan. In addition, Parent has pledged all of the shares of the Purchaser to Lukoil Finance Limited to secure the loan. Parent expects to service loan payments from dividends received from the Company after the Merger.

#### **Section 10. Background of the Offer.**

In early 1999, representatives of the Company approached LUKOIL regarding its interest in exploring a possible investment in or combination with the Company, to which LUKOIL expressed no interest at that time.

On June 16, 1999, Lukoil USA Inc., a wholly owned indirect subsidiary of LUKOIL ("Lukoil USA") contacted the Company by letter and indicated that Lukoil USA was now prepared to indicate its interest in pursuing a controlling investment in or an acquisition of the Company at a premium to Company's market capitalization, subject to due diligence. The Company and Lukoil USA entered into a Confidentiality Agreement on July 7, 1999, after which Lukoil USA began a preliminary business diligence review and held preliminary discussions with the Company's management. During late July and early August representatives of Lukoil USA and the Company discussed possible terms of an investment in, or business combination transaction with, the Company.

On or about August 16, 1999, at the Company's request, ING Barings began distributing a confidential information memorandum containing general information about the Company, including the Company's business, management, strategy and growth initiatives and historical and projected financial information, to LUKOIL or its representatives.

Thereafter, Mr. Leo Liebowitz, the Company's Chief Executive Officer and Chairman of the Board, had discussions with representatives of Lukoil USA in which he communicated concerns expressed by the Company's Board of Directors regarding the price and terms being indicated by Lukoil USA, as well as certain concerns raised by Getty Properties Corp. regarding guarantees or credit support for its master lease with the Company in the event LUKOIL acquired control of the Company. On August 26, 1999, the Company's senior management and its financial and legal advisors met with representatives of Lukoil USA (including its financial and legal advisors) to discuss a potential business transaction. Lukoil USA again expressed that its only interest was in becoming a majority owner of the Company. After much discussion, the parties were unable to come to an agreement on price or deal structure. In October 1999, representatives of ING Barings, Lukoil USA and the Company's legal advisors held further discussions but were unable to find any basis for agreement.

On April 18, 2000, Mr. Liebowitz met again with representatives of Lukoil USA at Lukoil USA's offices to discuss a potential purchase of the Company by Lukoil USA. No specific terms were discussed. However, the parties agreed to have their respective financial and legal advisors meet to discuss the potential structure of such a transaction. On April 20, 2000, representatives of the companies and their respective legal advisors met telephonically to discuss whether Lukoil USA would provide credit support (potentially including parent company guarantees and/or a letter of credit covering the lease payments) under the master lease. While no transaction structure or price was discussed, Lukoil USA agreed to consider providing some form of credit support.

On or about April 21, 2000, ING Barings, at the Company's request, distributed a revised confidential information memorandum describing the Company, its business and certain financial information to Lukoil USA and its representatives.

On April 24, 2000, representatives of the Company met with representatives of Lukoil USA to discuss Lukoil USA's interest in purchasing the Company, and then met with its financial and legal advisors. On

April 28, 2000, the Company received from Lukoil USA a written preliminary non-binding offer to acquire the Company at a price of \$3.50-\$4.00 per Share, subject to due diligence, which set forth certain terms and conditions of the offer, including Lukoil USA's ability to negotiate changes to certain terms of the master lease.

On June 6, 2000, ING Barings and the Company presented to Lukoil USA and its financial and legal advisors a management presentation. On June 7, 2000, ING Barings and the Company gave Lukoil USA and its financial advisors a tour of several of the Company's service stations and one of its petroleum terminals. Lukoil USA and its financial and legal advisors also began a due diligence review of the information contained in the Company's data room. The Company and Lukoil USA also discussed certain diligence issues, including Lukoil USA's requested environmental review of the Company's leased properties, and other terms of the purchase proposal, including an indicated offer price range of \$4.25 to \$4.50 per share.

On June 19, 2000, representatives of Lukoil USA expressed to representatives of ING Barings Lukoil USA's desire for an agreement with the Company whereby the Company would agree to forego discussions with other companies regarding the sale of the Company during Lukoil USA's more extensive diligence review of the Company, including real estate and environmental diligence, for a period of 60-90 days. Lukoil USA also requested that the Company reimburse Lukoil USA for its expenses relating to its diligence and pay Lukoil USA a fee under certain circumstances, including upon consummation of a transaction with another prospective purchaser within a specified time period. The Company asked Lukoil USA, through ING Barings, for an estimate of the due diligence expenses it would incur. On June 20, 2000, Lukoil USA supplied the Company with an estimate of due diligence expenses.

Several discussions were held between senior management (along with its financial and legal advisors) and Lukoil USA and its financial and legal advisors concerning the terms of the expense reimbursement proposal. On July 21, 2000, and continuing on August 2, 2000, members of the Board of Directors of Getty Realty Corp., the parent of Getty Properties Corp., discussed potential modifications to the master lease with representatives of Lukoil USA.

Concurrently, the Company and its advisors continued to discuss the terms of an exclusivity arrangement with Lukoil USA, including the terms and structure of a possible transaction.

Following a series of discussions between representatives of the Company and representatives of Lukoil USA and their respective advisors on August 3, 2000, Lukoil USA proposed a two-step transaction at a cash price of \$5.00 per share of Common Stock.

On August 8, 2000, after further negotiations, the Company and Lukoil USA entered into the Letter Agreement providing that, for the period of Lukoil USA's diligence review of the Company (45 days with an additional period of up to 45 days under certain circumstances), the Company would not engage in discussions concerning an acquisition proposal with any third party other than with certain identified acquirors with whom the Company had previously had discussions or with others if necessary for the Board to comply with its duties under applicable law. The Letter Agreement provided for payment by the Company of a fee to Lukoil USA of \$3 million and reimbursement of Lukoil USA's reasonable documented out-of-pocket diligence expenses up to a maximum of \$1.5 million under certain circumstances.

After execution of the Letter Agreement, Lukoil USA began an extensive due diligence review of the Company's operations, including financial information, business operations, contracts and other items. On August 14, 2000, the Company's legal advisors gave to Lukoil USA a draft of a merger agreement, and from September through November 2, 2000 representatives of the Company, representatives of Lukoil USA and their respective legal and financial advisors negotiated the terms of the agreement. On September 22, 2000, pursuant to the Letter Agreement, Lukoil USA extended the exclusivity period for an additional 45 days.

During October 2000, representatives of the Company conducted extensive negotiations with representatives of Lukoil USA regarding the Merger Agreement, and, along with representatives of Getty Properties Corp., the master lease amendment and related documents.

The Merger Agreement, the Support Agreements and the related documents were executed, and the Offer and Merger were publicly announced, on November 2, 2000.

On November 9, 2000, in accordance with the Merger Agreement, the Purchaser commenced the Offer.

**Section 11. Purpose of the Offer; Plans for the Company; Certain Agreements.**

*Purpose of the Offer*

The purpose of the Offer is to enable Parent to acquire as many outstanding shares of Common Stock as possible as a first step in acquiring the entire equity interest in the Company. The purpose of the Merger is for Parent to acquire all remaining shares of Common Stock not purchased pursuant to the Offer. Upon consummation of the Merger, the Company will become a wholly owned subsidiary of Parent and an indirect wholly owned subsidiary of LUKOIL. The Offer is being made pursuant to the Merger Agreement.

*Plans for the Company*

Subject to certain matters described below, it is currently expected that, initially following the Merger, the business and operations of the Company will generally continue as they are currently being conducted. Parent will continue to evaluate all aspects of the business, operations, capitalization and management of the Company during the pendency of the Offer and after the consummation of the Offer and the Merger and will take such further actions as it deems appropriate under the circumstances then existing.

The shares of Common Stock are currently traded on the NYSE. Following the consummation of the Merger, the shares of Common Stock will no longer be listed on the NYSE and the registration of the shares of Common Stock under the Exchange Act will be terminated. Accordingly, after the Merger there will be no publicly-traded equity securities of the Company outstanding and the Company may no longer be required to file periodic reports with the Commission. See Section 12 — "Effects of the Offer on the Market for the Shares; Exchange Act Registration".

Except as otherwise discussed in this Offer to Purchase, Parent has no present plans or proposals that would result in any extraordinary corporate transaction, such as a merger, reorganization, liquidation involving the Company or any of its subsidiaries, or purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries or in any other material changes to the Company's capitalization, corporate structure, business of the Company or the management of the Company, except that Parent intends to review the composition of the boards of directors (or similar governing bodies) of the Company and its subsidiaries and to cause the election to such boards of directors (or similar governing bodies) of certain of its representatives as contemplated by the Merger Agreement.

*Certain Agreements*

*Merger Agreement*

The following is a summary of the material terms of the Merger Agreement. The summary is qualified in its entirety by reference to the Merger Agreement, a copy of which has been filed with the Commission as an exhibit to the Schedule TO. The Merger Agreement may be inspected at, and copies may be obtained from, the same places and in the manner set forth in Section 7 — "Certain Information Concerning the Company — Available Information," except that it may not be available at the regional offices of the Commission.

*The Offer.* The Merger Agreement provides that as soon as practicable but no later than seven business days after the public announcement of the Merger Agreement, the Purchaser will commence the Offer and that the obligation of the Purchaser to consummate the Offer and to accept for payment and to pay for any shares of Common Stock validly tendered pursuant to the Offer and not withdrawn shall be subject to only those conditions set forth therein. Subject to the terms of the Merger Agreement, the applicable rules and regulations of the Commission and to applicable law, the Purchaser reserves the right to modify the terms of the Offer, provided that, without the prior written consent of the Company and except as provided below, the Purchaser may not (i) decrease the Offer Price payable in the Offer, (ii) decrease the number of shares of

# **EXHIBIT 6-b**

**UNANIMOUS WRITTEN CONSENT IN LIEU OF  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
OF  
LUKOIL AMERICAS CORPORATION**

As of October 30, 2000

The undersigned, being the sole member of the Board of Directors (the "Board") of Lukoil Americas Corporation, a Delaware corporation (the "Company"), does hereby consent that when he shall have signed this consent, or identical counterparts hereof, the following Resolutions shall then be deemed to be adopted, to the same extent and to have the same force and effect as if adopted by unanimous vote at a formal meeting of the Board duly called and held for the purpose of acting upon the proposal to adopt such Resolutions, all in accordance with Section 141 of the General Corporation Law of the State of Delaware:

**Authorization of Loan and Pledge Agreements**

**WHEREAS**, Lukoil Finance Limited, a Gibraltar corporation ("Lukoil Finance"), has agreed to loan to the Company \$56 million pursuant to that certain Loan Agreement by and between the Company and Lukoil Finance ("Loan Agreement") substantially in the form attached hereto as Exhibit A;

**WHEREAS**, the obligation of Lukoil Finance to make the loan is conditioned upon the Company entering into that certain Pledge Agreement (the "Pledge Agreement") substantially in the form attached hereto as Exhibit B;

**RESOLVED**, that the Company is authorized to enter into the Loan Agreement and the Pledge Agreement, which are hereby approved in all respects, in such form, and with such changes, modifications or additions thereto, as the officers of the Company, or any of them, shall approve, such approval to be conclusively established by execution thereof by any such officer, and

**FURTHER RESOLVED**, that the officers of the Company be, and each of them hereby is, authorized and directed to execute and deliver, for and on behalf of the Company, the Loan Agreement and the Pledge Agreement, to negotiate, cause to be prepared, execute and deliver, for and on behalf of the Company, any amendment to the Loan Agreement or the Pledge Agreement to which the Company is a necessary party, and to take such further action as they or any of them may deem necessary or advisable to carry out the terms of the Loan Agreement or the Pledge Agreement, such determination to be conclusively evidenced by the taking of any such further action;

**Series A Preferred Stock**

**WHEREAS**, the Company has authorized 500 shares of preferred stock, par value \$0.01, pursuant to its Certificate of Incorporation dated as of October 19, 2000;

052191.0001 NEW YORK 216707v4

or change the special powers, preferences, rights privileges, restrictions and conditions of the Series A Preferred Stock.

7. Miscellaneous.

- (a) There is no sinking fund with respect to the Series A Preferred Stock.
- (b) The shares of the Series A Preferred Stock shall not have any preferences, voting powers or relative, participating, optional, preemptive or other special rights except as set forth above in this Designation and in the Certificate of Incorporation of the Corporation, as amended.

Subscription Agreement

WHEREAS, Lukoil Finance desires to subscribe for 50 shares of the Series A Preferred Stock pursuant to that certain Subscription Agreement dated October 30, 2000 (the "Subscription Agreement") substantially in the form attached hereto as Exhibit C;

**RESOLVED**, that the Company is authorized to enter into the Subscription Agreement, which is hereby approved in all respects, in such form, and with such changes, modifications or additions thereto, as the officers of the Company, or any of them, shall approve, such approval to be conclusively established by execution thereof by any such officer; and

**FURTHER RESOLVED**, that the officers of the Company be, and each of them hereby is, authorized and directed to execute and deliver, for and on behalf of the Company, the Subscription Agreement, to negotiate, cause to be prepared, execute and deliver, for and on behalf of the Company, any amendment to the Subscription Agreement to which the Company is a necessary party, and to take such further action as they or any of them may deem necessary or advisable to carry out the terms of the Subscription Agreement, such determination to be conclusively evidenced by the taking of any such further action; and

**FURTHER RESOLVED**, that the Stated Value (as defined in the Certificate of Designations) shall be \$372,000 per share.

Restricted Covenant on Getty Petroleum Marketing, Inc. Indebtedness

WHEREAS, as further inducement to Lukoil Finance to enter into the Subscription Agreement, the Company has agreed to place certain restrictions on the ability of Getty Petroleum Marketing, Inc. to incur indebtedness for borrowed money once the Company beneficially owns all the issued and outstanding capital stock of Getty Petroleum Marketing, Inc.;

**RESOLVED**, that the Company is authorized to enter into that certain letter agreement between the Company and Lukoil Finance (the "Letter Agreement"), substantially in the form attached hereto as Exhibit D, which is hereby approved in all respects, in such form, and with

such changes, modifications or additions thereto, as the officers of the Company, or any of them, shall approve, such approval to be conclusively established by execution thereof by any such officer; and

**FURTHER RESOLVED**, that the officers of the Company be, and each of them hereby is, authorized and directed to execute and deliver, for and on behalf of the Company, the Letter Agreement, to negotiate, cause to be prepared, execute and deliver, for and on behalf of the Company, any amendment to the Letter Agreement to which the Company is a necessary party, and to take such further action as they or any of them may deem necessary or advisable to carry out the terms of the Letter Agreement, such determination to be conclusively evidenced by the taking of any such further action.

**Common Stock Issuance**

**RESOLVED**, that the Company hereby accepts the Lukoil Americas L.L.C., a Delaware limited liability company, subscription for 183 shares of Common Stock and the Company shall issue to Lukoil Americas L.L.C. 183 shares of Common Stock in consideration for \$1.83 in cash, which consideration has been received in full by the Company.

**Reimbursement Agreement**

**RESOLVED**, that in connection with the subscription of the Series A Preferred Stock, the Company is authorized to enter into that certain Reimbursement Agreement between the Company and Lukoil Cayman Trading Ltd. (the "Reimbursement Agreement") substantially in the form attached hereto as Exhibit E.

**General**

**RESOLVED**, that the officers of the Company be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Company, to do or cause to be done any and all such acts and things and to make, execute, acknowledge or verify, deliver and record or file, any and all such certificates, notices, statements, consents, instruments, documents or papers, and to transfer such funds of the Company, as they may deem necessary or desirable in order to consummate the transactions approved in, and effect all other things intended by, the foregoing resolutions, the necessity and desirability of each such certificate, notice, statement, consent or other instrument, document or paper, payment of money, or other act or thing, to be conclusively evidenced by the execution and delivery thereof by any such officer or by his taking such action, and each officer of the Company is hereby authorized and empowered, in the name and on behalf of the Company, to attest or join in the execution of any or all such certificates, notices, consents, and other instruments, documents or papers which shall be so signed on behalf of the Company by any officer of the Company, to join in the acknowledgment or verification of such certificates, notices, statements, consents, and other instruments, documents or papers, to deliver or join in delivering the same, and to execute and deliver any certificates or statements which may be appropriate in connection therewith; and

# **EXHIBIT 6-c**

<DOCUMENT>  
<TYPE>15-12B  
<SEQUENCE>1  
<FILENAME>0001.txt  
<DESCRIPTION>FORM 15 RE GETTY PETROLEUM MARKETING INC.  
<TEXT>

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 15

CERTIFICATION AND NOTICE OF TERMINATION OF REGISTRATION UNDER SECTION 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934 OR SUSPENSION OF DUTY TO FILE REPORTS UNDER SECTIONS 13 AND 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

Commission File Number: 1-14990

Getty Petroleum Marketing Inc.

(Exact name of registrant as specified in its charter)

125 Jericho Turnpike  
Jericho, New York 11753  
(516) 338-6000

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Common Stock, Par Value \$0.01 Per Share

(Title of each class of securities covered by this Form)

None

(Titles of all other classes of securities for which a duty to file reports under section 13(a) or 15(d) remains)

Please place an X in the box(es) to designate the appropriate rule provision(s) relied upon to terminate or suspend the duty to file reports:

Rule 12g-4(a) (1) (i)	[X]	Rule 12h-3(b) (1) (i)	[X]
Rule 12g-4(a) (1) (ii)	[ ]	Rule 12h-3(b) (1) (ii)	[ ]
Rule 12g-4(a) (2) (i)	[ ]	Rule 12h-3(b) (2) (i)	[ ]
Rule 12g-4(a) (2) (ii)	[ ]	Rule 12h-3(b) (2) (ii)	[ ]
		Rule 15d-6	[ ]

Approximate number of holders of record as of the certification or notice date:

Common Stock - 20,000,000 Shares

Lukoil Americas Corporation is the sole holder of record of the securities listed above as of the date hereof.

<PAGE>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, Getty Petroleum Marketing Inc. has caused this certification/notice to be signed on its behalf by the undersigned duly authorized person.

GETTY PETROLEUM MARKETING INC.

Date: January 25, 2001

By: /s/ Vincent J. DeLaurentis

-----  
Vincent J. DeLaurentis  
President and Chief Operating Officer

</TEXT>  
</DOCUMENT>

# **EXHIBIT 7**

# **EXHIBIT 7-a**

11/13/9

UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
LUKOIL AMERICAS CORPORATION  
(a Delaware corporation)

Pursuant to Section 141(f) of the  
Delaware General Corporation Law

The undersigned, being all of the directors of the Board of Directors (the "*Board*") of LUKOIL Americas Corporation, a Delaware corporation (the "*Company*"), do hereby consent to the adoption of the following resolutions, which resolutions shall be deemed to be adopted as of the date hereof to the same extent and to have the same force and effect as if such resolutions were adopted by a unanimous vote at a duly convened meeting held for such purpose.

**Transfer of Getty Stock to LUKOIL North America LLC**

WHEREAS, the Company is currently the sole stockholder of Getty Petroleum Marketing Inc., a Maryland corporation ("*Getty*");

WHEREAS, the Board has determined that it is advisable and in the best interests of the Company to transfer to LUKOIL North America LLC, a Delaware limited liability company ("*LNA*"), 20,000,000 shares of common stock of Getty that are currently held in the name of the Company (the "*Transfer*"); and

WHEREAS, following the Transfer, LNA will become the sole stockholder of Getty.

**NOW, THEREFORE, BE IT RESOLVED**, that the Transfer is hereby approved and adopted in all respects; and be it further

**RESOLVED**, that the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer and the Corporate Secretary of the Company (each an "*Officer*") be, and each of them individually hereby is, authorized and empowered, in the name and on behalf of the Company, to sign, execute, certify, verify, acknowledge, deliver, accept, file and record any and all other instruments and documents (the "*Documents*") and to take, or cause to be taken, any and all other actions, as any such Officer may deem necessary or appropriate to effect the purposes and intent of the foregoing resolutions, the signing, execution, certification, verification, acknowledgement, delivery, acceptance, filing and recording of any such Documents, and the taking of any such actions, to establish conclusively such Officer's authority therefor and the approval and ratification by the Board of the Documents so executed and the actions so taken; and be it further

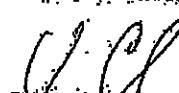
**RESOLVED**, that any and all instruments and documents executed and delivered, and any and all actions taken, by any Officer prior to the date of adoption of the foregoing resolutions which would have been authorized by the foregoing resolutions but for the fact that such instruments and documents were executed and delivered; and such actions were taken, prior

to such date, be, and each hereby is, approved, adopted and ratified as a duly authorized act of the Board in all respects and for all purposes; and be it further

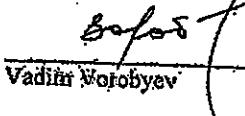
**RESOLVED**, that this consent may be executed in multiple counterparts, all of which shall be considered one and the same consent and shall become effective when signed by all members of the Board.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Board of Directors of the Company, have executed this Unanimous Written Consent as of this 13<sup>th</sup> day of November 2009.

  
Vadim Grzman

  
Vincent J. DeLaurentis

  
Vadim Vorobyev

[Signature Page to Unanimous Written Consent of LUKOIL Americas Corporation Board of Directors re transfer of GPMI Stock to LNA]

**WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
LUKOIL NORTH AMERICA LLC  
(a Delaware limited liability company)**

Pursuant to Sections 18-302(d) and 18-402 of the  
Delaware Limited Liability Company Act

The undersigned, being all of the directors of the Board of Directors (the "Board") of LUKOIL North America LLC, a Delaware limited liability company (the "Company"), do hereby consent to the adoption of the following resolutions, which resolutions shall be deemed to be adopted as of the date hereof to the same extent and to have the same force and effect as if such resolutions were adopted by a unanimous vote at a duly convened meeting held for such purpose.

**Distribution to Member**

WHEREAS, LUKOIL Americas Corporation, a Delaware corporation (the "Member"), is the sole equity member of the Company;

WHEREAS, pursuant to Section 15 of the Company's limited liability company agreement, distributions shall be made to the Member at the times and in the aggregate amounts determined by the Board;

WHEREAS, the Company is currently the sole stockholder of Getty Petroleum Marketing Inc., a Maryland corporation ("Getty");

WHEREAS, the Board has determined that it is advisable and in the best interests of the Company to make a distribution to the Member in the form of 20,000,000 shares of common stock of Getty that are currently held in the name of the Company (the "Distribution"); and

WHEREAS, following the Distribution, the Member will become the sole stockholder of Getty.

NOW, THEREFORE, BE IT RESOLVED, that the Distribution is hereby approved and adopted in all respects; and be it further

RESOLVED, that the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer and the Corporate Secretary of the Company (each an "Officer") be, and each of them individually hereby is, authorized and empowered, in the name and on behalf of the Company, to sign, execute, certify, verify, acknowledge, deliver, accept, file and record any and all other instruments and documents (the "Documents") and to take, or cause to be taken, any and all other actions, as any such Officer may deem necessary or appropriate to effect the purposes and intent of the foregoing resolutions, the signing, execution, certification, verification, acknowledgement, delivery, acceptance, filing and recording of any such Documents, and the taking of any such actions, to establish conclusively such Officer's authority therefor and the approval and ratification by the Board of the Documents so executed and the actions so taken; and be it further

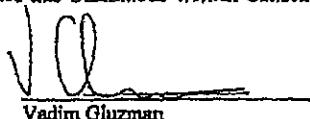
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**RESOLVED**, that any and all instruments and documents executed and delivered, and any and all actions taken, by any Officer prior to the date of adoption of the foregoing resolutions which would have been authorized by the foregoing resolutions but for the fact that such instruments and documents were executed and delivered, and such actions were taken, prior to such date, be, and each hereby is, approved, adopted and ratified as a duly authorized act of the Board in all respects and for all purposes; and be it further

**RESOLVED**, that this consent may be executed in multiple counterparts, all of which shall be considered one and the same consent and shall become effective when signed by all members of the Board.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Board of Directors of the Company, have executed this Unanimous Written Consent as of this 27 day of November 2009.



Vadim Gluzman



Michael G. Lewis



Andrey Bychenko

[Signature Page to Written Consent of LUKOIL North America LLC Board re Distribution of GPMI Stock to LUKOIL Americas Corporation]

# **EXHIBIT 7-b**

11/9/2009

**LUKOIL AMERICAS CORPORATION**  
**(Inc. Delaware 10/20/00)**

**Directors**

Vadim Gluzman  
Vincent J. DeLaurentis

Vadim Vorobyev  
**Officers**

Chairman and Chief Executive Officer  
Vadim Gluzman  
President and Chief Operating Officer  
Vincent J. DeLaurentis

Senior Vice President and Chief Financial Officer  
Michael K. Hantman

Vice President of Wholesale and New Business Development  
Sem Logovinsky

Vice President, General Counsel and Corporate Secretary  
Michael G. Lewis

Assistant Corporate Secretary  
Joseph Colangelo

[AF]

CONFIDENTIAL

AG0000081

JX0488-0002  
LAC 002195

11/9/2009

**GETTY PETROLEUM MARKETING INC**  
**(Inc. Maryland 10/1/96)**  
**OFFICERS AND DIRECTORS**

**DIRECTORS**

Vadim Gluzman  
Sem Logovinsky

Vincent DeLaurentis

Ilya Borodin

**OFFICERS**

Chairman of the Board and Chief Executive Officer  
Vadim Gluzman

President and Chief Operating Officer  
Vincent J. DeLaurentis

Senior Vice President and Chief Financial Officer  
Michael K. Hantman

Vice President, Wholesale & New Business Development  
Sem Logovinsky

Vice President, General Counsel and Corporate Secretary  
Michael G. Lewis

Treasurer  
Linda A. Raynor

Assistant Corporate Secretary  
Joseph Colangclo

[AF]

CONFIDENTIAL

AG0000082

JX0488-0003  
LAC 002196

11/9/2009

**LUKOIL NORTH AMERICAS LLC**  
**(LLC Delaware 6/26/07)**

**Sole Member**

Lukoil Americas Corporation

**Board of Directors**

Vadim Gluzman

Michael G. Lewis

Audrey Bychenko

**Officers**

Chairman of the Board	Vadim Gluzman
Chief Executive Officer	Vadim Gluzman
President	Vincent DeLaurentis
Chief Operating Officer	Vincent DeLaurentis
Chief Financial Officer	Michael Hantman
Senior Vice President	Michael Hantman
Vice President	Sem Logovinsky
Vice President	Michael G. Lewis
Treasurer	Linda Raynor
Secretary	Michael G. Lewis
Assistant Secretary	Joseph Colangelo

[AF]

CONFIDENTIAL

AG0000089

JX0488-0010  
LAC 002203

# EXHIBIT 8

# **EXHIBIT 8-a**



GETTY PETROLEUM MARKETING INC., a subsidiary of LUKOIL OIL Company



Sem Logovinsky

Vice President Wholesale/New Business Development

February 15, 2010

BY FACSIMILE

Governor Edward G. Rendell  
 225 Main Capitol Building  
 Harrisburg, PA 17120

Clearfield, PA Ethanol Plant

Dear Governor Rendell:

Thank you for taking the time to meet with me last Friday. As requested, I would like to present two potential solutions that would secure the future of Pennsylvania's first ethanol plant and permit Getty Petroleum Marketing Inc. (Getty) to purchase the offtake at competitive market prices::

1. The State buys 100% of the outstanding debt at a discount (i.e., \$205MM less discount to be negotiated with lenders) and becomes the majority owner of the Clearfield plant. The plant will sell ethanol to Getty under its long term contract at market prices. Under this scenario, the State would recover its initial investment with 8% interest within 5 to 7 years. Thereafter, the State will benefit from \$25MM to \$30MM cash flow per year.
2. Alternatively, the State invests an additional \$25MM to \$50MM to reduce the amount of the outstanding debt. The State and Bionol Clearfield LLC would negotiate with lenders to discount the principal and extend the maturity of the loans. The plant will sell the ethanol to Getty under its long term contract at market prices. The State would guaranty repayment of the restructured debt in return for a majority stake in the plant. After repayment of the new loan, the State and Bionol will benefit from \$25MM to \$30MM cash flow per year.

These proposals and the financial models that support them are complex. Therefore, it is essential that we meet again soon prior to engaging all parties. I will call you on Monday to discuss.

I sincerely appreciate your efforts to help resolve this important matter.

Respectfully,

  
Sem Logovinsky

Lukoil Plaza ■ 1500 Hempstead Turnpike ■ East Meadow, New York 11554 ■ Tel: (516) 542-5200 ■ Fax: (516) 832-8440

CONFIDENTIAL

LUK0289667

JX0959-0002  
LAC 001969

# **EXHIBIT 8-b**

UNANIMOUS WRITTEN CONSENT  
IN LIEU OF SPECIAL MEETING OF  
THE BOARD OF DIRECTORS  
OF

LUKOIL AMERICAS CORPORATION

The undersigned, being all the members of the Board of Directors (the "*Board*") of LUKOIL AMERICAS CORPORATION, a Delaware corporation (the "*Company*"), do hereby consent that upon execution of this consent, or identical counterparts hereof, by all such members, the following Resolutions shall be adopted, to the same extent and to have the same force and effect as if adopted by unanimous vote at a duly convened meeting of the Board duly called and held for the purpose of acting upon the proposal to adopt such Resolutions, all in accordance with Section 141(f) of the General Corporation Law of the State of Delaware.

WHEREAS, the Company is considering a merger (the "*Merger*") of LUKOIL AMERICAS, L.L.C., its sole parent company and a Delaware limited liability company (the "*Parent*"), with and into the Company, pursuant to a proposed Merger Agreement (the "*Merger Agreement*") between the Company and the Parent, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Board has determined that the Merger, the Merger Agreement and the transactions contemplated thereby are advisable and in the best interests of the Company and its stockholders and the Board desires to approve the Merger, the Merger Agreement and the transactions contemplated thereby.

NOW, THEREFORE, BE IT

RESOLVED, that the Board declares the Merger, the Merger Agreement and the transactions contemplated thereby to be advisable and in the best interests of the Company and its stockholders; and be it further

RESOLVED, that the Board does hereby accept, adopt, approve and ratify the form, terms and provisions of the Merger Agreement and the transactions contemplated thereby, including the Merger; and be it further

RESOLVED, that the Board recommends that the holders of the Company's outstanding stock entitled to vote thereon (i) accept, adopt, approve and ratify the form of the Merger Agreement; (ii) authorize and direct any of the officers of the Company to execute and deliver the Merger Agreement on behalf of the Company with such changes as such person executing the same shall approve, such approval to be conclusively evidenced by such execution; and (iii) authorize and direct the Company to perform in full its obligations, covenants and agreements as set forth in the Merger Agreement; and be it further

RESOLVED, that the Company is authorized to issue (and does hereby reserve for issuance thereunder), pursuant to the Merger Agreement, 100 shares of the Company's common stock, par value \$0.0001, and the officers of the Company are authorized and directed to take all actions necessary, proper or advisable in order to carry out and effectuate such issuance; and be it further

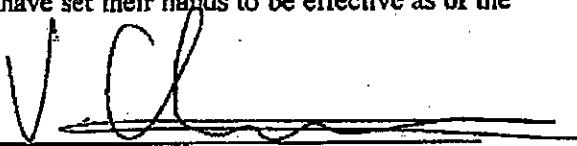
RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and directed to execute and deliver, for and on behalf of the Company, the Merger Agreement, to negotiate, cause to be prepared, execute and deliver, for and on behalf of the Company, any and all documents, agreements and instruments, including any amendment to the Merger Agreement, and to take such further action as they or any of them may deem necessary or advisable to carry out the purpose and intent of and to consummate any of the actions contemplated by any of the foregoing resolutions in the name and on behalf of the Company, such determinations to be conclusively evidenced by the taking of any such further action; and be it further

RESOLVED, that the acts taken prior to the date hereof by the officers of the Company on behalf of the Company in connection with the actions contemplated hereby, are hereby ratified, approved, adopted and confirmed in all respects; and be it further

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Company, to certify and furnish copies as may be necessary of this and the foregoing resolutions and statements as to the incumbency of the corporate officers of the Company, if reasonably requested, and any person receiving such a certified copy or statement is and shall be authorized to rely upon the contents thereof. The officer of the Company having charge of the books and records of the Company is hereby ordered to file a copy of this Consent with the minutes of proceedings of the Board.

[Signature Page Follows]

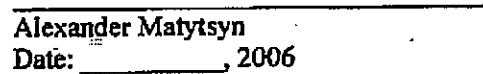
IN WITNESS WHEREOF, the undersigned have set their hands to be effective as of the date set forth below.



Vadim Gluzman  
Date: June 20, 2006



Vincent J. De Laurentis  
Date: June 20, 2006



Alexander Matytsyn  
Date: \_\_\_\_\_, 2006

7602007

CONFIDENTIAL

LAC 003072

IN WITNESS WHEREOF, the undersigned have set their hands to be effective as of the date set forth below.

Vadim Gluzman  
Date: \_\_\_\_\_, 2006

Vincent J. De Laurentis  
Date: \_\_\_\_\_, 2006

Alexander Matytsyn  
Date: JUNE 20, 2006

7602007

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LAC 003073

# **EXHIBIT 8-c**

**GETTY PETROLEUM MARKETING INC. (GETTY) THROUGHPUT AGREEMENT**

WITH: Sunoco, Inc. (R&M) (Sunoco)  
1735 Market Street  
Philadelphia, PA 19103

GETTY AGREEMENT:  
DATE: 3/11/05  
Revised 11/1/07

Sunoco delivers to:	Getty, Newark, NJ				approximately	
BARRELS PER MONTH	OF	PRODUCT	VIA	Pipeline	BARGE	TRUCK
As Agreed		RBOB		X	X	X
As Agreed		PBOB		X	X	X
As Agreed		Ethanol			X	X

Sunoco delivers to:	Getty, Rensselaer				approximately	
BARRELS PER MONTH	OF	PRODUCT	VIA	Pipeline	BARGE	TRUCK
220		RBOB			X	
27		PBOB			X	
27		Ethanol			X	X
As agreed		ULSD			X	

and Sunoco withdraws this product in the form of ethanol blended RFG and ULSD for which Sunoco pays a throughput fee of:  
 1) 35.7 cents per barrel delivered into Getty, Newark, NJ Other

**2) 29.4 Cents per barrel withdrawn from Rensselaer NY**

- 1) Sunoco agrees to pay Getty \$0.0030 per gallon for LAC additive and \$0.0040 per gallon 140% LAC as product is loaded at the rack into their trucks.
- 2) Getty, Newark NJ has a max. draft of 11 feet mean low water. Rensselaer NY has a draft of XXXXXX Please schedule barges accordingly.
- 3) Cold flow additive will be injected to ULSD at Throughputters option at a fee of \$0.025 per gallon.

TERMINAL COMPANY: Getty Petroleum Marketing Inc.

THROUGHPUTTING  
COMPANY: Sunoco, Inc. (R&M)

Period: Five and one half months commencing on November 1, 2007 and concluding on April 15, 2007. The Agreement will remain in effect unless either party provides to the other a written notice of cancellation at least sixty (60) days prior to the expiration of the initial or any time thereafter. No changes to the terms and conditions of this Agreement shall become effective unless they are in writing and signed by the parties hereto. In the event of either party withdrawing from Marketing in the area supplied by the terminal, the withdrawing party may in writing give the other party sixty (60) days notice to cancel this Agreement. In the event Terminal Company decides to sell or close its terminal, Terminal Company must give Throughputting Company sixty (60) day written notice to cancel this Agreement and in such event, Terminal Company will make best efforts to provide for terminalling services for Throughputting Company.

PRODUCT SPECIFICATIONS: 1) RBOB & PBOB - Meeting Colonial Pipeline Specifications for RBOB & PBOB to be blended with either 10% ethanol or 5.7% ethanol for Rensselaer and Newark. Both parties to this Agreement agree that the product shall conform to the prevailing Buckeye Pipeline Company specification for RBOB & PBOB delivered to the Long Island System.  
 2) ETHANOL - Meeting ASTM D-4806 Specifications for Ethanol.

ACCOUNTING INSTRUCTIONS:  
Getty forwards supporting documents to:

Sunoco, Inc. (R&M)  
1818 Market Street  
Philadelphia, PA 19103

ATTN: Wayne Freas  
PHONE: 215-246-8534  
FAX: 877-532-6396

Sunoco, Inc. (R&M)  
forwards supporting documents to:

Getty Petroleum Marketing Inc.  
1500 Hempstead Turnpike  
East Meadow, NY 11554

ATTN: Accounting  
PHONE: 516-542-5060  
FAX: 516-832-8672

Terminal Company will issue a Product Throughput Statement on a monthly basis; reconciliation is required within 10 days of receipt of the Product Throughput Statement. In the event that this agreement is canceled, the Throughputting Company shall be liable for all charges up to and including the date of cancellation.

ADDITIONAL PROVISIONS: See ATTACHMENTS A & D  
Attachments A & D are hereby made a part of this Agreement.

PLEASE RETURN ONE SIGNED COPY TO ISSUING OFFICE

SUNOCO, INC. (R&M)

GETTY PETROLEUM MARKETING INC.

CONFIDENTIAL

LUK0024187

BY: DATE:

TITLE: Mgr Distribution Planning

The remaining provisions of this Agreement are attached to this sheet unless otherwise noted.

BY: Andrew Paymer DATE:

TITLE: Director of Product Supply & Trading

CONFIDENTIAL

LUK0024188

# **EXHIBIT 9**

# **EXHIBIT 9-a**

EXECUTION VERSION

---

**STOCK PURCHASE AGREEMENT**

by

and

among

**CAMBRIDGE PETROLEUM HOLDING INC.**

and

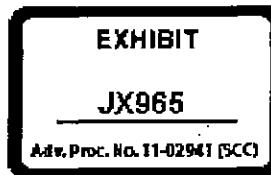
**LUKOIL AMERICAS CORPORATION**

**Dated: February 11, 2011**

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CONFIDENTIAL



AG0237138

CONFIDENTIAL

JX0965-0001  
LAC 003102

## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "*Agreement*"), dated February 11, 2011, is by and among Cambridge Petroleum Holding Inc., a Delaware corporation ("*Buyer*") and LUKOIL Americas Corporation, a Delaware corporation ("*Seller*" and, together with Buyer, the "*Parties*").

### RECITALS

A. Seller owns all of the outstanding shares of common stock, par value \$.01 per share (the "*Shares*") of Getty Petroleum Marketing Inc., a Maryland corporation (the "*Company*").

B. Buyer desires to purchase from Seller all of the Shares, and Seller desires to sell to Buyer all of the Shares, in accordance with this Agreement's terms and conditions.

C. It is the intention of the Parties that, following the Closing (as hereinafter defined), Buyer shall (i) use reasonable best efforts to negotiate settlements (which settlements shall include a full and complete release of Seller and its affiliates, in each case in the form attached hereto as Annex A) with each of Bionol Clearfield LLC ("*Bionol*") and Getty Properties Corp. ("*Realty*") and (ii) otherwise continue to operate the Company in a commercially reasonable manner.

### AGREEMENT

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

### ARTICLE 1 PURCHASE AND SALE OF SHARES

**1.1 Purchase and Sale of Shares.** On and subject to the terms and conditions of this Agreement, Buyer hereby purchases from Seller, and Seller hereby sells to Buyer, all of the Shares for the consideration specified in Section 1.2.

#### 1.2 Purchase Terms

(a) **Purchase Price.** The purchase price for the Shares shall be an amount equal to \$1.00 (the "*Purchase Price*"), payable by Buyer to Seller on the Closing Date (as hereinafter defined) by cash or wire transfer of immediately available funds to the account or accounts designated by Seller.

(b) **Equity Infusion.** Subject to clause (iii) of this Section 1.2(b), at the Closing Seller shall provide to the parties described below an amount equal to an aggregate of \$25 million (the "*Equity Infusion Amount*"), such funds to be made available for the purposes and in the manner set forth below:

100542931 v10

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JX0965-0004  
LAC 003105

# **EXHIBIT 9-b**

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**From:** Michael Hantman  
**Sent:** Wednesday, January 14, 2009 4:49 PM  
**To:** Sergei Nekrasov (E-mail)  
**Cc:** Alexander Pletnev (E-mail); Gleb Kiparisov (E-mail); Vadim Gluzman; Vincent De Laurentis; Sem Logovinsky  
**Subject:** Getty Financing

Dear Sergei,

Vadim Gluzman requested that I send you an e-mail memorializing a conversation he had with you concerning financing of the Getty Petroleum Marketing Inc ("GPMI" or the "Company") operations.

1. The Company will not be furnishing 2007 audited consolidated financial statements to the lenders under its credit facilities because Mr. Gluzman believes it will hurt the Company's negotiation with its landlord, Getty Realty Corp. Accordingly, we will continue to require waivers from the banks for non-compliance with this provision of our loan facilities.
2. After the restructuring of our Company, whereby the non-master lease operations will be sold by GPMI to Lukoil North America, LLC., GPMI will continue to operate for a period of not less than one year. We anticipate that GPMI will require a 364 day revolver in the approximate amount of \$255 million. Due to the lack of audited financial statements, we do not believe that the Company will be able to obtain third party bank financing. Accordingly, Mr. Gluzman indicated that OAO Lukoil will need to provide interim financing directly to GPMI for such one year period.

Regards,  
Michael

CONFIDENTIAL

LUK0048604

# EXHIBIT 10

# **EXHIBIT 10-a**

April 14, 2009 14:11

No. 5628 p. 1

**LUKOIL**  
OIL COMPANY

**MINUTES No. VN-25p**  
of the meeting of First Vice President V.I. Nekrasov

March 26, 2009

Moscow

**PRESENT:**

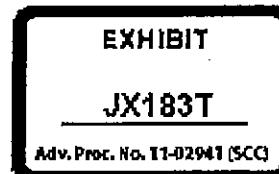
Vice President – Director of the Main Department of Economics and Planning	G.S. Fedotov
Deputy Director of the MDEP – Director of Department of Refinement and Sales Economy	A.A. Bychenko
Director of the DIAOI	A.V. Gaydamaka
Director of the Strategic Development Department	A.B. Stepanov
Vice President of LUKOIL-Americas	S. Logovinsky

**1. Consideration of the Retail Business Reorganization Plan in the USA.**

Having heard information about the Reorganization Plan

**DECIDED:**

1. To generally approve the proposed arrangement for the reorganization of the retail business in the USA and the program to improve the efficiency of business units taking into account the debt financing scheme (Appendix 1).
2. Note the environmental and property risks arising when sub-leasing gas stations to third parties. Instruct Vice President V.S. Gluzman to conduct work to assess and minimize such risks.
3. Instruct Vice President V.S. Gluzman to provide the MDEP and GUSRIA with additional analytical materials containing the dynamics of commercial, general and administrative expenses



JX0183T-0001  
LAC 002111

April 14, 2009 14:11

No. 5628 p. 2

of LUKOIL-Americas in the format proposed by GUSRIA – the actual level since 2004 and the targets for the period 2009-2013 per ton of retail sales and for 1 gas station.

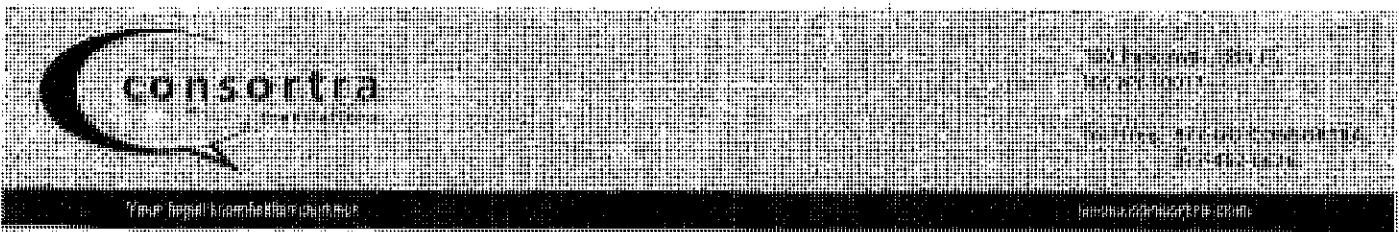
4. Instruct Vice President V.S. Gluzman to appeal to JSC LUKOIL President V.Y. Alekperov in order to resolve the issue of whether it is advisable to preserve blending operations within the sphere of responsibility of LUKOIL-Americas.
5. Instruct Vice President V.S. Gluzman jointly with Vice President A.K. Matytsyn and GUPO Director I.A. Maslyayev to investigate the possibility of financing the proposed Restructuring Plan without a contribution to charter capital. In the event it is necessary to increase charter capital, submit this matter to the Restructuring Committee of the LUKOIL Group for consideration along with the appropriate feasibility study.
6. Taking into account the decisions adopted on clauses 1-5, instruct:
  - 6.1. Vice President V.S. Gluzman to present the MDEP with an updated draft budget for LUKOIL-Americas for 2009 on a quarterly basis in order to ensure the implementation of the approved program to improve the efficiency of the company's business units as well as the schedule for repaying outstanding loans and interest thereon (financial model).
  - 6.2. Vice President G.S. Fedotov to earmark the funds in the current budgets and Investment Program that are required to implement the business reorganization plan of LUKOIL-Americas.
  - 6.3. Instruct Vice President A.K. Matytsyn to ensure the provision of financing for the activities of LUKOIL-Americas in accordance with the budgets and loan repayment schedules that were coordinated in the prescribed manner.
7. Instruct Vice President V.N. Vorobyov and MDEP DRSE Director A.A. Bychenko to monitor the unconditional implementation of the deadlines and results when carrying out the measures described in the Restructuring Plan.

First Vice President

[signed]

V.I. Nekrasov

JX0183T-0002  
LAC 002112



STATE of NEW YORK      )  
                                )  
COUNTY of NEW YORK      )

**CERTIFICATE OF ACCURACY**

This is to certify that the attached document, "JX0183-0004 - JX0183-0005", originally written in *Russian* is, to the best of our knowledge and belief, a true, accurate, and complete translation into *English*.

Dated: May 19, 2013

A handwritten signature of Seth Wargo over the text 'Consortra Translations'.

Seth Wargo  
Consortra Translations

Sworn to and signed before ME this  
19<sup>th</sup> day of May  
2013

A handwritten signature of James G. Mamerla over the title 'Notary Public'.

James G. Mamerla  
Notary Public

JAMES G. MAMERA  
Notary Public, State of New York  
No. 01 MAG 157195  
Qualified in New York County  
Commission Expires Dec. 4, 2014

JX0183T-0003  
LAC 002113

# **EXHIBIT 10-b**

11-02941-scc Doc 1-2 Filed 12/29/11 Entered 12/29/11 17:07:44 Exhibit F Pg  
1 of 5



## HOULIHAN LOKEY

As of November 13, 2009.

Board of Directors  
Getty Petroleum Marketing Inc.  
1500 Hempstead Turnpike  
East Meadow, NY 11554

Dear Members of the Board of Directors:

We understand that Getty Petroleum Marketing Inc. (the "Company") and LUKOIL North America LLC (the "Acquiror") propose to enter into the Agreement (defined below) pursuant to which, among other things, the Acquiror will (i) purchase fee simple interests in 161 parcels of real property, (ii) purchase 164 leasehold interests of the Company, (iii) take an assignment of and assume all of the Assumed Operator and Supply Agreements (as defined in the Agreement), including all of the Company's rights and obligations to supply 178 additional properties, which the Company neither owns or leases, (iv) purchase certain equipment and other personal property assets of the Company associated with the Purchased Premises (as defined in the Agreement) or any other premises to which an Assumed Operator and Supply Agreement relates, (v) take an assignment of 9 mortgages of the Company relating to certain retail motor fuel facilities located in New Jersey and purchase certain notes secured thereby (the "Notes"; such assets described in clauses (i) through (v), the "Assets"), (vi) acquire all of the outstanding capital stock of Kingston Oil Supply Corp. ("KOSCO"), (viii) sublease the LUKOIL, Getty and other trademarks licensed to the Company pursuant to the Trademark License Agreements (as defined in the Agreement), (viii) purchase the Lukoil Americas Headquarters LLC property located at 1500 Hempstead Turnpike, New York, NY 11754 and take assignment of the Getty Headquarters Lease (as defined in the Agreement), (ix) take an assignment of and assume the office lease at 302 Harper Drive, Moorestown, NJ and (x) assume certain liabilities specified in the Agreement relating to the Assets (the "Liabilities") (collectively, the "Transaction") for \$130,753,000 in cash (the "Consideration"), subject to certain adjustments as provided for in the Agreement.

You have requested that Houlihan Lokey Howard & Zukin Financial Advisors, Inc. ("Houlihan Lokey") provide an opinion (the "Opinion") as to whether, as of the date hereof, the Consideration to be received by the Company in the Transaction pursuant to the Agreement is fair to the Company from a financial point of view.

In connection with this Opinion, we have made such reviews, analyses and inquiries as we have deemed necessary and appropriate under the circumstances. Among other things, we have:

I. reviewed the following agreements and documents:

- a. Purchase and Sale Agreement dated as of November 13, 2009 by and between the Company and the Acquiror (the "Original Agreement");

As of November 13, 2009

- b. Amendment No. 1 to the Purchase and Sale Agreement dated as of November 13, 2009 by and between the Company and the Acquiror (the "Amendment" and, together with the Original Agreement, the "Agreement");
- c. Appraisal (the "Headquarters Appraisal") dated November 11, 2009 relating to the building valuation at 1500 Hempstead Turnpike, East Meadow, NY (the "Headquarters");
- 2. reviewed certain information relating to the historical, current and future operations, financial condition and prospects of KOSCO made available to us by the Company, including financial projections prepared by the management of the Company relating to KOSCO for the fiscal years ending 2009 and 2010;
- 3. reviewed certain information relating to the historical, current and future operations of the Assets prepared by the management of the Company, including assumptions relating to the future revenue and operating costs associated with the Assets (the "Asset Model");
- 4. spoken with certain members of the management of the Company regarding the respective businesses, operations, financial condition and prospects of KOSCO and the Assets, the Transaction and related matters;
- 5. compared the financial and operating performance of KOSCO with that of public companies that we deemed to be relevant;
- 6. considered the publicly available financial terms of certain transactions that we deemed to be relevant;
- 7. reviewed a certificate addressed to us from senior management of the Company which contains, among other things, representations regarding the accuracy of the information, data and other materials (financial or otherwise) provided to, or discussed with, us by or on behalf of the Company; and
- 8. conducted such other financial studies, analyses and inquiries and considered such other information and factors as we deemed appropriate.

We have relied upon and assumed, without independent verification, the accuracy and completeness of all data, material and other information furnished, or otherwise made available, to us, discussed with or reviewed by us, or publicly available, and do not assume any responsibility with respect to such data, material and other information. In addition, management of the Company has advised us, and we have assumed, that the financial projections reviewed by us have been reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of such management as to the future financial results and condition of KOSCO and the revenue and operating costs associated with the Assets, and we express no opinion with respect to such projections, the assumptions on which they are based or the assumptions underlying the Asset Model. We have relied upon and assumed, without independent verification, that there has been no change in the (i) business, assets, liabilities, financial condition, results of operations, cash flows or prospects of KOSCO since the date of the most recent financial statements provided to us and (ii) revenue and operating costs associated with the Assets since August 31, 2009, in each case that would be material to our analyses or this Opinion, and that there is no information or any facts that would make any of the information reviewed by us incomplete or

11-02941-scc Doc 1-2 Filed 12/29/11 Entered 12/29/11 17:07:44 Exhibit F Pg  
3 of 5

As of November 13, 2009

misleading. We have not considered any aspect or implication of any transaction to which the Company may be a party (other than as specifically described herein with respect to the Transaction).

We have relied upon and assumed, without independent verification, that (a) the representations and warranties of each party to the Agreement and all other related documents and instruments that are referred to therein are true and correct, (b) each party to the Agreement and other related documents and instruments will fully and timely perform all of the covenants and agreements required to be performed by such party, (c) all conditions to the consummation of the Transaction will be satisfied without waiver thereof, and (d) the Transaction will be consummated in a timely manner in accordance with the terms described in the agreements and documents provided to us, without any amendments or modifications thereto. We also have relied upon and assumed, without independent verification, that (i) the Transaction will be consummated in a manner that complies in all respects with all applicable international, federal and state statutes, rules and regulations, and (ii) all governmental, regulatory, and other consents and approvals necessary for the consummation of the Transaction will be obtained and that no delay, limitations, restrictions or conditions will be imposed or amendments, modifications or waivers made that would have an effect on the Company that would be material to our analyses or this Opinion.

Furthermore, in connection with this Opinion, we have not been requested to make, and have not made, any physical inspection or independent appraisal or evaluation of any of the assets, properties or liabilities (fixed, contingent, derivative, off-balance-sheet or otherwise) of the Company, the Acquiror or any other party, including the Liabilities, nor were we provided with any such appraisal or evaluation, other than the Headquarters Appraisal. For purposes of this Opinion, we have received a copy of the Headquarters Appraisal, and we have relied upon and assumed, without independent verification, the accuracy of the conclusions set forth therein. We are not real estate appraisers, and do not express any opinion with respect to such subject matter. If the conclusions set forth in said appraisal are not accurate, the conclusion set forth in this Opinion could be materially affected. We have assumed, with your consent, that the value of the non KOSCO related working capital adjustments, together with the value of the non KOSCO related Liabilities is, in the aggregate, no less than \$41.660 million. In addition, we have assumed, with your consent, that (i) the aggregate value of the Notes are equal to their aggregate face value, and (ii) the Delayed Closing (as defined in the Amendment), will occur on a date that will not result in a material diminution of value of the Purchase Price in light of our analysis not applying any present value discount to the amount of such Purchase Price to be paid at the Delayed Closing. We did not estimate, and express no opinion regarding, the liquidation value of any entity. We have undertaken no independent analysis of any potential or actual litigation, regulatory action, possible unasserted claims or other contingent liabilities, to which the Company or the Acquiror is or may be a party or is or may be subject, or of any governmental investigation of any possible unasserted claims or other contingent liabilities to which the Company or the Acquiror is or may be a party or is or may be subject.

We have not been requested to, and did not, (a) initiate or participate in any discussions or negotiations with, or solicit any indications of interest from, third parties with respect to the Transaction, the assets, businesses or operations of the Company or any other party, or any alternatives to the Transaction, (b) negotiate the terms of the Transaction, or (c) advise the Board of Directors of the Company or any other party with respect to alternatives to the Transaction. This Opinion is necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. We have not undertaken, and are under no obligation, to update, revise, reaffirm or withdraw this Opinion, or otherwise comment on or consider events occurring after the date hereof.

11-02941-scc Doc 1-2 Filed 12/29/11 Entered 12/29/11 17:07:44 Exhibit F Pg  
4 of 5

As of November 13, 2009

This Opinion is furnished solely for the use and benefit of the Board of Directors of the Company in connection with its consideration of the Transaction and may not be relied upon by any other person or used for any other purpose without our prior written consent. This Opinion should not be construed as creating any fiduciary duty on Houlihan Lokey's part to any party. This Opinion is not intended to be, and does not constitute, a recommendation to the Board of Directors of the Company, any security holder or any other person as to how to act or vote with respect to any matter relating to the Transaction. This Opinion may not be disclosed, reproduced, disseminated, quoted, summarized or referred to at any time, in any manner or for any purpose, nor shall any references to Houlihan Lokey or any of its affiliates be made, without the prior written consent of Houlihan Lokey.

In the ordinary course of business, certain of our affiliates, as well as investment funds in which they may have financial interests, may acquire, hold or sell, long or short positions, or trade or otherwise effect transactions, in debt, equity, and other securities and financial instruments (including loans and other obligations) of, or investments in, the Company, the Acquiror, or any other party that may be involved in the Transaction and their respective affiliates or any currency or commodity that may be involved in the Transaction.

Houlihan Lokey has in the past provided and is currently providing investment banking, financial advisory and other financial services to the Company, for which Houlihan Lokey has received, and may receive, compensation. Houlihan Lokey may provide investment banking, financial advisory and other financial services to the Company and other participants in the Transaction and certain of their respective affiliates in the future, for which Houlihan Lokey may receive compensation.

In addition, we will receive a fee for rendering this Opinion, which is not contingent upon the successful completion of the Transaction. The Company has agreed to reimburse certain of our expenses and to indemnify us and certain related parties for certain potential liabilities arising out of our engagement.

We have not been requested to opine as to, and this Opinion does not express an opinion as to or otherwise address, among other things: (i) the underlying business decision of the Company, the Acquiror, their respective security holders or any other party to proceed with or effect the Transaction, (ii) the terms of any arrangements, understandings, agreements or documents related to, or the form or any other portion or aspect of, the Transaction or otherwise (other than the Consideration to the extent expressly specified herein), (iii) the fairness of any portion or aspect of the Transaction to the holders of any class of securities, creditors or other constituencies of the Company or the Acquiror, or to any other party, except as expressly set forth in the last sentence of this Opinion, (iv) the relative merits of the Transaction as compared to any alternative business strategies that might exist for the Company, the Acquiror or any other party or the effect of any other transaction in which the Company, the Acquiror or any other party might engage, (v) the fairness of any portion or aspect of the Transaction to any one class or group of the Company's or any other party's security holders vis-à-vis any other class or group of the Company's or such other party's security holders (including, without limitation, the allocation of any consideration amongst or within such classes or groups of security holders), (vi) whether or not the Company, the Acquiror, their respective security holders or any other party is receiving or paying reasonably equivalent value in the Transaction, (vii) the solvency, creditworthiness or fair value of the Company, the Acquiror or any other participant in the Transaction under any applicable laws relating to bankruptcy, insolvency, fraudulent conveyance or similar matters, or (viii) the fairness, financial or otherwise, of the amount or nature of any compensation to or consideration payable to or received by any officers, directors or employees of any party to the Transaction, any class of such persons or any other party, relative to the Consideration or otherwise. Furthermore, no opinion, counsel or interpretation is

11-02941-scc Doc 1-2 Filed 12/29/11 Entered 12/29/11 17:07:44 Exhibit F Pg  
5 of 5

As of November 13, 2009

intended in matters that require legal, regulatory, accounting, insurance, tax or other similar professional advice. It is assumed that such opinions, counsel or interpretations have been or will be obtained from the appropriate professional sources. Furthermore, we have relied, with your consent, on the assessments by the Company, the Acquiror, their respective advisers, as to all legal, regulatory, accounting, insurance and tax matters with respect to the Company, the Acquiror and the Transaction. The issuance of this Opinion was approved by a committee authorized to approve opinions of this nature.

Based upon and subject to the foregoing, and in reliance thereon, it is our opinion that, as of the date hereof, the Consideration to be received by the Company in the Transaction pursuant to the Agreement is fair to the Company from a financial point of view.

Very truly yours,

HOULIHAN LOKEY HOWARD & ZUKIN FINANCIAL ADVISORS, INC.

*Houlihan Lokey Howard & Zukin Financial Advisors, Inc.*

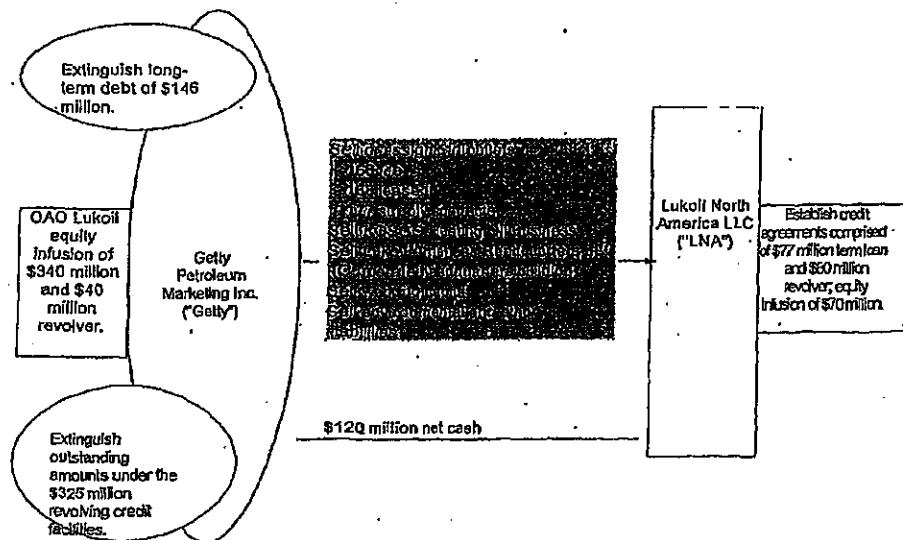
# **EXHIBIT 10-c**

ATTORNEY-CLIENT PRIVILEGED - DO NOT FORWARD WITHOUT PERMISSION

Lukoil Americas Corp.

Restructuring Plan

Based on Financial Data as of September 30, 2009

**Summary:**

- Getty will retain 963 outlets, of which 836 are under a master lease with Getty Realty Corp, 48 are leased from other third parties and 79 are under supply contracts with distributors. Negotiations to restructure the master lease to improve the economics of this operation have been unsuccessful. Therefore, except for those outlets currently operated by wholesalers and certain closed sites, Getty will market the remaining outlets to distributors over an 18 month period. Getty will supply petroleum products to certain of the outlets transferred and will attempt to collect rental income equal to the rent and real estate taxes paid under the master lease. The first such transfer occurred on June 1, 2009 to Green Valley L.L.C.

Getty will sell or assign 78 other outlets (2 fee, 55 leased and 21 supply contracts) to two distributors.

- Getty will sell all of its remaining operations, including 511 outlets, the KOSCO heating oil business and its corporate headquarters building to LNA at fair value, which is estimated to be \$120 million (assets of \$194 million less environmental and other liabilities of \$74 million).
- Getty and LNA will buy their petroleum product requirements principally from Lukoil International Trading and Supply Company ("LITASCO"), an indirect wholly owned subsidiary of OAO Lukoil.
- LNA will enter into credit agreements comprised of a \$77 million term loan and \$80 million revolver to acquire the operations from Getty. OAO Lukoil has committed capital of \$70 million to LNA.
- Getty will use net sales proceeds of \$120 million and an August 2009 cash infusion of \$340 million from its parent to extinguish \$146 million of long-term debt. Outstanding amounts under the \$325 million revolving credit facilities were extinguished in September 2009.

**NEW FINANCING RECAP (in millions):**

GETTY:		LNA:	
EQUITY	\$340	EQUITY	\$70
REVOLVER	40	TERM LOAN	77
	<u>\$380</u>	REVOLVER	<u>\$80</u>
			<u>\$227</u>

**EXHIBIT**

10

# **EXHIBIT 10-d**

Page 1739

1  
2 UNITED STATES BANKRUPTCY COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
4 -----X  
5 In Re: Chapter 11  
6 GETTY PETROLEUM No. 11-15606 (SCC)  
7 MARKETING, INC., et al.,  
8 Debtors. (Jointly Administered)  
9 -----X  
10 GETTY PETROLEUM  
11 MARKETING, INC., et al.,  
12 Plaintiffs,  
13 vs. Adversary Proceeding  
14 LUKOIL AMERICAS No. 11-02941 (SCC)  
15 CORPORATION, LUKOIL NORTH  
16 AMERICA LLC, OAO LUKOIL,  
17 VINCENT DE LAURENTIS, VADIM  
18 GLUZMAN, MICHAEL HANTMAN,  
19 MICHAEL LEWIS and SIMON  
20 LOGOVINSKY,  
21 Defendants.

TRANSCRIPT OF PROCEEDINGS

New York, New York

June 5, 2013

**BEFORE:**

The Hon. SHELLEY C. CHAPMAN  
Bankruptcy Court Judge

Reported by:

Bonnie Pruszynski, RMR  
JOB NO. 61548

Page 1808	Page 1809
<p>1                   Driscoll - Direct - Davis      2 obligations.      3                   Q Did Mr. Gluzman ever tell you whether      4 GPMI's ultimate parent, OAO Lukoil, had approved      5 of this plan to either renegotiate the master   11:19      6 lease or restructure GPMI?      7                   A Yes. I was actually given a      8 timeline. There was a whole long period of time      9 where we had to agree or it was going to be      10 considered in Moscow, and then once it was   11:20      11 decided, there was no turning back from the road.      12 And I was aware of -- I can recall conversations      13 where I was being told, okay, we are going to go      14 decide, so if you guys aren't going to do it, then      15 fine, once we make the decision, it's irrevocable. 11:20      16                   Q Did you ever summarize in writing      17 what Mr. Gluzman had initially told you about his      18 intentions to restructure GPMI if Getty Realty      19 didn't agree to renegotiate the master lease?      20                   A Yes. I am not a big memo writer, but 11:20      21 I do occasionally write memos or e-mails to people      22 summarizing conversations. I'm sure that I sent      23 one or two of those to Mr. Liebowitz, who was the      24 chief executive officer of the company at the      25 time.                 11:20</p>	<p>1                   Driscoll - Direct - Davis.      2                   Q If you could turn to Exhibit JX-549.      3 in your witness binder.      4                   A Okay.      5                   Q Mr. Driscoll, do you recognize   11:21      6 Exhibit JX-549?      7                   A Yes, I do.      8                   Q And what is this exhibit?      9                   A It's one of my rare memos, that I      10 wrote on December 4th, 2007, to Mr. Liebowitz, 11:21      11 summarizing what I think was a meeting but may      12 have been a phone call. My recollection is it was      13 a lunch meeting with Mr. Gluzman.      14                   Q And when does this memo date from?      15                   A December 4th, 2007.                 11:21      16                   Q What was your understanding of what      17 would happen to GPMI if Getty Realty didn't agree      18 to renegotiate the master lease and GPMI was then      19 restructured in the manner that Mr. Gluzman had      20 explained to you?                         11:21      21                   A Well, I mean -- they would -- it's in      22 bullet two. GPMI will sell whatever non-Getty      23 assets to a sister company and continue to      24 operate.      25                   Q Did Mr. Gluzman ever make any   11:22</p>
<p>4                   Driscoll - Direct - Davis      5 representations to you about OAO Lukoil's      6 intentions to continue to serve as the ultimate      7 parent of GPMI?      8                   A No. He made it clear, Mr. Gluzman 11:22      9 made it clear that if this plan went forward, then      10 once they completed their restructuring of      11 removing the assets from GPMI, then the plan would      12 be to continue to hold it for one year, which he      13 assured me that the lawyers were requiring him to 11:22      14 do, and then that he would then -- then the      15 intention was to sell GPMI to anyone they could      16 sell it to.      17                   Q Did Mr. Gluzman ever tell you that      18 Lukoil was going to allow GPMI to file for 11:22      19 bankruptcy while it was owned by Lukoil?      20                   A You know, there were various      21 iterations of that. Early on, I think prior to      22 this memo, there was conversation around the fact      23 that the parent could not continue to support 11:23      24 these losses forever, and it was possible that      25 GPMI might have to file for bankruptcy.      26                   When we turned up the volume, if you      27 will, on that, and the questioning on that, it      28 was -- Mr. Gluzman made it clear and continued to 11:23</p>	<p>4                   Driscoll - Direct - Davis.      5 make it explicitly clear that so long as OAO      6 Lukoil owned GPMI, GPMI would remain current on      7 all its obligations under the master lease.      8                   Q Did you believe that Mr. Gluzman 11:23      9 would be able to carry out his plan to restructure      10 GPMI as he had described it to you?      11                   A I thought it would be very difficult      12 for them to do so. There is a reference in this      13 memo where I suggested that they would -- they 11:23      14 were willing, essentially, to implicitly give it      15 away for little or no consideration.      16                   One of the things I challenged him      17 on, when he told me they were going to sell GPMI,      18 was that, you know, who would want to buy a 11:24      19 company that is losing as much money as you tell      20 me it's losing, and that's when we had the      21 conversation around, you know, there are people      22 and you won't like them very much, but there is      23 lots of people that do that sort of thing. 11:24      24                   And, you know, we just -- that was      25 sort of the nature of the conversations that we      26 had back and forth.      27                   Q And the reference to someone you      28 won't like very much, was it your understanding 11:24</p>

<p style="text-align: center;">Page 1812</p> <p>1 Driscoll - Direct - Davis      2 that the implication was that GPMI would be sold      3 to someone who would take the company into      4 bankruptcy?      5 A More than that, but -- not only take it into      6 bankruptcy, but if you were -- if you were      7 sitting in our shoes strategically at that      8 particular point in time, the risk was an      9 aggressive litigator going -- taking it into      10 bankruptcy, from our perspective, and attempting 11:25      11 to challenge the unitary nature of the master      12 lease, which would theoretically permit then the      13 new tenant to cherry-pick assets and keep the ones      14 they wanted to keep and not keep the ones they      15 didn't want to keep. 11:25      16 Q Why did you think that the plan to      17 restructure GPMI as described to you by      18 Mr. Gluzman would not be easy to achieve?      19 A Well, among other things, we had --      20 we were pretty sure it was a pretty good master 11:25      21 unitary lease. Based on the financials they were      22 showing us, the company was losing a lot of money.      23 There aren't a lot of people that want to step      24 into that right away.      25 And there was also the issue of 11:25</p>	<p style="text-align: center;">Page 1813</p> <p>1 Driscoll - Direct - Davis      2 GPMI's balance sheet having -- we didn't have      3 specific numbers on this, but having, you know,      4 plus or minus 400 to 500 million dollars worth of      5 debt on it that we knew, only because you could 11:26      6 see it on Bloomberg, it was not in the financial      7 disclosure they had given us, but we knew because      8 of that, that had been guaranteed by the parent.      9 Q What was your understanding of why      10 Mr. Gluzman was threatening to restructure GPMI in 11:26      11 the manner that he described to you?      12 A What was my understanding of why he      13 was doing that?      14 Q Yes, sir.      15 A He was trying to get us -- 11:26      16 concessions from us with respect to reduced rent      17 and relief from his environmental obligations.      18 Q And to your understanding, how would      19 this plan to renegotiate or to restructure GPMI      20 have created negotiating leverage with Realty? 11:26      21 A Well, I believe that Mr. Gluzman      22 thought that Realty was relying on the fact that      23 the parent would support GPMI's obligations, and      24 therefore, that if we were solely looking to the      25 assets of the company that was losing money, that 11:26</p>
<p style="text-align: center;">Page 1814</p> <p>1 Driscoll - Direct - Davis      2 we might be more amenable to making concessions to      3 them.      4 Q Did GPMI eventually carry out the      5 restructuring plan that had been conveyed to you 11:27      6 by Mr. Gluzman?      7 A Yes, they did.      8 Q When did they do that?      9 A November of 2009.      10 Q What is your understanding of the 11:27      11 restructuring of GPMI that occurred in      12 November 2009?      13 A My understanding is that -- that the      14 assets were transferred to -- ultimately to LNA.      15 There was a several-step transaction that I didn't 11:27      16 quite understand, and the debt, the guaranteed      17 debt by Lukoil was paid -- the debt that Lukoil      18 had been guaranteeing had been paid off, and what      19 was left in GPMI at that time was simply our      20 assets. 11:27      21 I didn't realize there were other      22 things left in GPMI at that particular point in      23 time.      24 Q And what were the other things that      25 you just made reference to that you didn't at 11:28</p>	<p style="text-align: center;">Page 1815</p> <p>1 Driscoll - Direct - Davis      2 least at that time realize had been left with      3 GPMI?      4 A Primarily what I was thinking of when      5 I said that was the agreement with Bionol. 11:28      6 Q If you could turn to Exhibit JX-1014      7 in your witness binder.      8 A Yes.      9 Q Mr. Driscoll, do you recognize      10 Exhibit JX-1014? 11:28      11 A It does look like the Getty Realty      12 2009 annual report.      13 Q If you could turn to page eight of      14 the exhibit, I direct your attention to the last      15 paragraph on page eight. 11:28      16 A Yes.      17 Q Can you read to the Court the first      18 sentence of that paragraph, please?      19 A Certainly.      20 "In connection with GPMI's announced 11:29      21 restructuring, we believe the elimination of debt      22 by GPMI has increased GPMI's liquidity and      23 improved its balance sheet."      24 Q What did Getty Realty mean when it      25 made this statement in the 2009 annual report? 11:29</p>

Page 1952	Page 1953
1 Driscoll - Cross - Kercher 2 Subject to any redirect, I have no 3 further questions, your Honor. Thank you. 4 THE COURT: I withdraw my earlier 5 commentary about your time estimate. 6 MR. KERCHER: Glad I have my 7 credibility, your Honor. 8 MR. DAVIS: Your Honor, plaintiff has 9 no redirect. 10 THE COURT: Very excellent. 11 Mr. Driscoll, thank you very much. 12 You can step down. 13 Okay. So, we are done for today, 14 yes. So that gives you a head start on what 15 we need to accomplish tonight. We will 16 assume that you will be here at 2 o'clock, 17 unless we hear from you otherwise. 18 And in the unlikely event that we 19 have reason to believe that 2 o'clock is not 20 a realistic start point, we will -- we will 21 let you know, but I'm going to try my best 22 to keep to that. All right? 23 Thank you very much. Have a good 24 evening. 25 oQo	1 Driscoll - Cross - Kercher 2 3 4 CERTIFICATE 5 STATE OF NEW YORK ) 6 :SS. 7 COUNTY OF NEW YORK ) 8 9 I, BONNIE PRUSZYNSKI, a Notary 10 Public with and for the State of New York, 11 do hereby certify: 12 That the foregoing transcript of 13 proceedings is a true record of the testimony 14 given and the proceedings had in the 15 foregoing matter. 16 I further certify that I am not related 17 to any of the parties to this action by 18 blood or marriage, and that I am in no way 19 interested in the outcome of this matter. 20 IN WITNESS WHEREOF, I have hereunto 21 set my hand this 5th of JUNE, 2013. 22 23 _____ 24 Bonnie Pruszynski 25
Page 1954	Page 1955
1 Driscoll - Cross - Kercher 2 INDEX 3 WITNESS DIRECT CROSS REDIRECT 4 DAVID DRISCOLL 1777 1821 5 Confidential Portion 1899-1906  6 EXHIBITS 7 Joint Exhibit 701 1786 8 Joint Exhibit 702 1787 9 Joint Exhibit 706 1788 10 Joint Exhibit 549 1809 11 Joint Exhibit 1014 1815 12 Joint Exhibit 1064 1822 13 Joint Exhibit 730 1834 14 Joint Exhibit 1055 1840 15 Joint Exhibit 728 1841 16 Joint Exhibit 733 1843 17 Joint Exhibit 785 1845 18 Joint Exhibit 782 1849 19 Joint Exhibit 736 1851 20 Joint Exhibit 794 1853 21 Joint Exhibit 792 1855 22 Joint Exhibit 807 1857 23 Joint Exhibit 803 1864 24 Joint Exhibit 10J3 1872	1 Driscoll - Cross - Kercher 2 Joint Exhibit 10J4 1873 3 Joint Exhibit 767 1879 4 Joint Exhibit 549 1885 5 Joint Exhibit 757 1907 6 Joint Exhibit 766 1910 7 Joint Exhibit 772 1912 8 Joint Exhibit 793 1914 9 Joint Exhibit 932 1915 10 Joint Exhibit 824 1917 11 Joint Exhibit 738 1921 12 Joint Exhibit 773 1922 13 Joint Exhibit 922 1925 14 Joint Exhibit 1062 1928 15 Joint Exhibit 884 1930 16 Joint Exhibit 1014 1933 17 Joint Exhibit 931 1934 18 Joint Exhibit 957 1939 19 Joint Exhibit 971 1946 20 21 22 23 24 25

# **EXHIBIT 10-e**

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**From:** Michael Hartman  
**Sent:** Tuesday, January 11, 2011 8:44 AM  
**To:** Vadim Gluzman  
**Cc:** Vincent De Laurentis; Sem Logovinsky; Mike Lewis  
**Subject:** FW: GPMI - 95 Sites  
**Attachments:** 95 non grc properties.xls

Dima,

Attached is data on 95 non master lease sites contained in Getty portfolio. The analysis indicates that Getty is losing money on these sites which is precisely the reason they were not originally included in the sale to LNA.

Regards,

Michael

-----Original Message-----

**From:** Janice Lipari  
**Sent:** Tuesday, January 11, 2011 8:38 AM  
**To:** [mkhantman@getty.com](mailto:mkhantman@getty.com)  
**Subject:** GPMI - 95 Sites

Michael,

Per your request, attached is the file containing information related to the 95 non GRC sites.

Janice

EXHIBIT

200

CONFIDENTIAL

LUK0291227

# **EXHIBIT 11**

# **EXHIBIT 11-a**

**From:** Katharina Gotsmy  
**To:** Alex Pozdnyakov  
**Cc:** mpurser@lukoilaf.com; cbirch@lukoilaf.com; Thomas Trojan; Robert Gulla; NDensham@lukoilaf.com; Mike Lewis; Хорев Константин Павлович; Anton Mitrofanov (??, ?????); vkhomyakov@g-group.ru; Yelena Bitman  
**Subject:** RE: Capital contribution to LAC, LUSA, GPMI  
**Date:** Friday, August 31, 2007 8:35:57 AM  
**Attachments:** LAC.MIN.820.000.doc, LUK USA.MIN.120.000.doc, Getty.MIN.700.000.DOC

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Dear All,

After discussing this with Thomas, we have decided to add a clause to the attached resolutions that payment will be made directly from LIG to Getty and LUKOIL USA.

If it is preferable that payment is made to LAC instead; we can of course amend this clause!

Kind regards,

Katharina

-----Original Message-----

From: Katharina Gotsmy  
Sent: Friday, August 31, 2007 5:03 PM  
To: apozdnyakov@getty.com  
Cc: 'mpurser@lukoilaf.com'; 'cbirch@lukoilaf.com'; Thomas Trojan; Robert Gulla; NDensham@lukoilaf.com; Mike Lewis; Хорев Константин Павлович; 'Anton Mitrofanov (??, ?????)'; 'vkhomyakov@g-group.ru'; 'ybitman@lukoilusa.com'  
Subject: RE: Capital contribution to LAC, LUSA, GPMI

Dear Alex,

Please see attached the resolutions with my comments.

Kind regards,

Katharina

-----Original Message-----

From: Robert Gulla  
Sent: Friday, August 24, 2007 9:26 PM  
To: 'mpurser@lukoilaf.com'; 'cbirch@lukoilaf.com'; Thomas Trojan; Katharina Gotsmy  
Subject: WG: Capital contribution to LAC, LUSA, GPMI

----- Originalnachricht -----

Von: Alex Pozdnyakov <apozdnyakov@getty.com>  
An: Robert Gulla  
Cc: Yelena Bitman <ybitman@lukoilusa.com>; Mike Lewis <mlewis@getty.com>; Khorev, Konstantin (E-mail) <khorevKP@lukoil.com>  
Gesendet: Fri Aug 24 20:31:59 2007  
Betreff: Capital contribution to LAC, LUSA, GPMI

Dear Robert:

Please find attached for your review, the unanimous written consents approving \$821,000 capital contributions to LAC from LEHBV, and LAC's in turn contributions to LUSA and GPMI. These

contributions are intended to restore capital expended for celebration of LUKOIL's 15th Anniversary in the USA and have been approved by Moscow.

They assume that the funds will flow to LAC out of an LIG account. Let me know if this is incorrect and I will redraft as necessary.

Please let me know if you have any questions or comments.

Thanks and kind regards,

Alex Pozdnyakov

Associate Counsel

Getty Petroleum Marketing Inc., a subsidiary of OAO LUKOIL

LUKOIL Plaza, 1500 Hempstead Turnpike, East Meadow, NY 11554

T: (516) 542-5059 F: (516) 832-8443 apozdnyakov@getty.com

**GETTY PETROLEUM MARKETING INC. ("Company")**

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF THE COMPANY  
MADE IN ACCORDANCE WITH THE COMPANY'S FOUNDATION DOCUMENTS AND SEC. 2-  
408(C) OF MARYLAND GENERAL CORPORATION LAW

We, the undersigned, being all the Directors of the Company, consent to the adoption of the following resolutions:

**CAPITAL CONTRIBUTION**

WHEREAS, LUKOIL Americas Corporation ("LAC"), the Company's parent company and the sole holder of the Company's stock, desires to make an additional contribution to capital surplus of the Company ("Contribution").

WHEREAS, the directors of the Company have determined it to be in the best interests of the Company to accept the Contribution from LAC.

NOW, THEREFORE, BE IT RESOLVED that the Contribution in the amount of US\$ 700 000 to be received from LAC without receiving any shares or any obligations of the Company in exchange therefore on the effective date of this resolution be and is hereby approved and accepted; and be it further

RESOLVED that the Company is authorized and directed to apply the Contribution to any proper corporate purpose; and be it further

RESOLVED that the officers of the Company (or any of them) hereby are authorized in the name and on behalf of the Company to take all actions as they shall determine to be necessary or appropriate to carry out the intent and purposes of the foregoing resolutions and that all actions heretofore taken consistent with the intent and purposes of the foregoing resolutions be, and are, in all respects, hereby ratified, approved, confirmed and adopted.

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**FURTHER RESOLVED that the capital contribution will be transmitted directly from Lukoil International Gmbh to the Company**

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Vadim Gluzman, DIRECTOR

Date \_\_\_\_\_

Andrey Bychenko, DIRECTOR

Date \_\_\_\_\_

Vincent DeLaurentis, DIRECTOR

Date \_\_\_\_\_

---

Sem Logovinsky, DIRECTOR

---

Date

**LUKOIL AMERICAS CORPORATION ("Company")**  
**(a Delaware corporation)**

**ACTION BY UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF THE COMPANY MADE IN ACCORDANCE WITH THE COMPANY'S FOUNDATION DOCUMENTS AND DELAWARE GENERAL CORPORATION LAW**

---

We, the undersigned, being all the Directors of the Company, waive notice of meeting and consent to adoption of the following resolutions:

**CAPITAL CONTRIBUTION**

WHEREAS, LUKOIL Europe Holdings B.V. ("LEHBV"), the Company's parent company and the sole holder of the Company's stock, desires to make an additional capital contribution to the Company.

WHEREAS, the directors of the Company have determined it to be in the best interests of the Company to accept the additional capital contribution from LEHBV.

NOW, THEREFORE, BE IT RESOLVED that the additional capital contribution in the amount of US\$ 821,000.00 to be received from LEHBV without receiving any shares or any obligations of LUKOIL Americas Corporation in exchange therefore on the effective date of this resolution be and is hereby approved and accepted; and be it further

RESOLVED that, upon receipt of the above capital contribution from LEHBV, the Company make an additional capital contribution to capital surplus of its wholly-owned subsidiary, Getty Petroleum Marketing Inc., in the amount of US\$ 700,000.00; and be it further

RESOLVED that, upon receipt of the above capital contribution from LEHBV, the Company make an additional capital contribution in the amount of US\$ 121,000.00 to its wholly-owned subsidiary LUKOIL USA, Inc.; and be it further

RESOLVED that the capital contribution from LEHBV will be transmitted to the Company Getty Petroleum Marketing Inc. and LUKOIL USA, Inc. directly from LUKOIL International INTERNATIONAL GmbH, the parent company of LEHBV, and be deemed received and paid from LEHBV; and be it further

RESOLVED that the officers of the Company (or any one of them) hereby are authorized in the name and on behalf of the Company to take all actions as they shall determine to be necessary or appropriate to carry out the intent and purposes of the foregoing resolutions and that all actions heretofore taken consistent with the intent and purposes of the

foregoing resolutions be, and are, in all respects, hereby ratified, approved, confirmed and adopted.

---

Vadim Gluzman, DIRECTOR

Date

---

Alexander Matytsyn, DIRECTOR

Date

---

Vincent DeLaurentis, DIRECTOR

Date

LUKOIL USA, INC. ("Company")  
(a Delaware corporation)

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF THE COMPANY  
MADE IN ACCORDANCE WITH THE COMPANY'S FOUNDATION DOCUMENTS AND  
DELAWARE GENERAL CORPORATION LAW

We, the undersigned, being all the Directors of the Company, waive notice of meeting and consent to adoption of the following resolutions:

**CAPITAL CONTRIBUTION**

WHEREAS, LUKOIL Americas Corporation ("LAC"), the Company's parent company and the sole holder of the Company's stock, desires to make an additional capital contribution to the Company.

WHEREAS, the directors of the Company have determined it to be in the best interests of the Company to accept the additional capital contribution from LAC.

NOW, THEREFORE, BE IT RESOLVED that the additional capital contribution in the amount of US\$ 121,000.00 to be received from LAC without receiving any shares or any obligations of the Company in exchange therefore on the effective date of this resolution be and is hereby approved and accepted; and be it further

RESOLVED, that the officers of the Company (or any one of them) hereby are authorized in the name and on behalf of the Company to take all actions as they shall determine to be necessary or appropriate to carry out the intent and purposes of the foregoing resolutions and that all actions heretofore taken consistent with the intent and purposes of the foregoing resolutions be, and are, in all respects, hereby ratified, approved, confirmed and adopted.

FURTHER RESOLVED that the capital contribution will be transmitted directly from LUKOIL INTERNATIONAL GmbH to the Company

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Vadim Gluzman, DIRECTOR \_\_\_\_\_ Date \_\_\_\_\_

Alexander Matytsyn, DIRECTOR \_\_\_\_\_ Date \_\_\_\_\_

Alexei Lambine, DIRECTOR \_\_\_\_\_ Date \_\_\_\_\_

# **EXHIBIT 11-b**

**From:** Alex Pozdnyakov  
**To:** "Lori Adams"  
**Cc:** Jeanette Geyer; Mike Lewis; Yelena Bitman  
**Subject:** RE: Lukoil Cayman Trading, Ltd.  
**Date:** Wednesday, December 28, 2005 1:42:04 PM  
**Attachments:** Lukoil Cayman Trading.minutes.pdf

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Dear Lori

Please see attached in escrow for tomorrow's meeting, the minutes and liquidator's statement relating to LCT dissolution. If you find them to be in order, please request a dissolution certificate at your first convenience on Dec. 29. Let me know if there is anything further we can do. Thanks.

Kind regards,  
Alex Pozdnyakov  
Associate Counsel

Getty Petroleum Marketing Inc., a subsidiary of LUKOIL Oil Company  
LUKOIL Plaza, 1500 Hempstead Turnpike, East Meadow, NY 11554  
T: (516) 542-5059 F: (516) 832-8443 apozdnyakov@getty.com

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-----Original Message-----

**From:** Lori Adams [mailto:[loria@Paget-Brown.com.ky](mailto:loria@Paget-Brown.com.ky)]  
**Sent:** Wednesday, December 28, 2005 9:51 AM  
**To:** Alex Pozdnyakov  
**Cc:** Jeanette Geyer; Mike Lewis; Yelena Bitman  
**Subject:** RE: Lukoil Cayman Trading, Ltd.

Dear Alex,

Further to your email received on the 27th December regarding the Certificate of Dissolution, the date of the Final Meeting is set for the 29th December, as per your email below.

We would have to receive the signed copy of the Final Meeting and the Liquidator's Statement in order to advise the Registrar of Companies that the Company had been liquidated and request the Certificate of Dissolution. If we receive the signed Minutes on the 29th December, we can file the request with the Registrar of Companies on the same day but I cannot confirm to you what date the Registrar of Companies will date their Certificate of Dissolution.

I believe I sent drafts of the Final Meeting and Liquidator's Statement for your review but attach further copies below for ease of reference. I look forward to receipt of signed copies thereof at your earliest convenience:

<<Final Meeting.doc>> <<LiqStatement.doc>>  
With kind regards

*Lori Adams*

**PAGET-BROWN TRUST COMPANY LTD.**

P.O. Box 1111GT

Grand Cayman

Cayman Islands

B.W.I.

Tele: (345) 949 5122

Fax: (345) 949 7920

Email: [loria@paget-brown.com.ky](mailto:loria@paget-brown.com.ky) <<mailto:loria@paget-brown.com.ky>>

-----Original Message-----

From: Alex Pozdnyakov. [<mailto:apozdnyakov@getty.com>]

Sent: 16 November 2005 15:37

To: Lori Adams

Cc: Jeanette Geyer; Mike Lewis; Yelena Bitman

Subject: RE: Lukoil Cayman Trading, Ltd.

Thank you Lori. Could you please clear up the last paragraph: Dec. 31 is a Saturday – could we make it Dec. 28 or 29? Also, do I understand correctly that the filing deadline this Friday is the Gazette deadline we have been discussing?

We will put \$4000 fee allowance in the liquidator's statement. Please send us a retainer-type bill for the amount or a similar instrument. Thanks.

Best regards,

Alex Pozdnyakov

Associate Counsel\*

Getty Petroleum Marketing Inc., a subsidiary of LUKOIL Oil Company

T: 516 542-5059 F: 516 832-8443 Email: [apozdnyakov@lukoilusa.com](mailto:apozdnyakov@lukoilusa.com);

[apozdnyakov@getty.com](mailto:apozdnyakov@getty.com)

Address: LUKOIL Plaza, 1500 Hempstead Turnpike, East Meadow, NY 11554

\*admission in NY pending

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-----Original Message-----

From: Lori Adams [<mailto:loria@Paget-Brown.com.ky>]  
Sent: Wednesday, November 16, 2005 3:02 PM  
To: Jeanette Geyer  
Cc: Alex Pozdnyakov; Mike Lewis  
Subject: RE: Lukoil Cayman Trading, Ltd.

Dear Jeanette,

We cannot produce a final billing at this time as we charge on a timespent basis for all work done for the liquidation. As per the information on liquidations sent to you earlier, we estimate our time spent fees to be in the region of US\$1,500 plus filing fees. Currently, there is an outstanding invoice in the amount of US\$1,183.11 and work in progress of US\$253.40. We would estimate that our final invoice would therefore not be in excess of US\$4,000 (which would include disbursements). We would produce a final invoice more towards the time of the final meeting but we estimate that an allowance of US\$4,000 to cover our fees would be sufficient.

We propose that the date of the final meeting would be the 31st December but as per my email below would need confirmation that you think this gives you sufficient time to meet the filing deadline of this Friday.

With kind regards

Lori Adams

PAGET-BROWN TRUST COMPANY LTD.

P.O. Box 1111GT

Grand Cayman

Cayman Islands

B.W.I.

Tele: (345) 949 5122

Fax: (345) 949 7920

Email: [loria@paget-brown.com.ky](mailto:loria@paget-brown.com.ky) <<mailto:loria@paget-brown.com.ky>>

-----Original Message-----

From: Lori Adams  
Sent: Wednesday, November 16, 2005 2:27 PM  
To: 'Jeanette Geyer'  
Cc: Alex Pozdnyakov; Mike Lewis  
Subject: RE: Lukoil Cayman Trading, Ltd.

Dear Jeanette,

The next available Gazette date is the 28th November. I will prepare amended Notices to be filed before the deadline of 18th November but will require you to advise me if one month from the 28th November will be sufficient for the date of the final meeting at which time the Liquidator's statement should be tabled. Can you let me know this before Friday please.

With kind regards

Lori Adams

PAGET-BROWN TRUST COMPANY LTD.

P.O. Box 1111GT

Grand Cayman

Cayman Islands

B.W.I.

Tele: (345) 949 5122  
Fax: (345) 949 7920  
Email: loria@paget-brown.com.ky <<mailto:loria@paget-brown.com.ky>>

-----Original Message-----

From: Jeanette Geyer [<mailto:jgeyer@lukoilusa.com>]  
Sent: Friday, November 11, 2005 10:12 AM  
To: Lori Adams  
Cc: Alex Pozdnyakov; Mike Lewis  
Subject: Lukoil Cayman Trading, Ltd.

Dear Lori,

Attached find executed resolution regarding Voluntary Liquidation of Lukoil Cayman Trading, Ltd. Could you please give us the closest available liquidation date, as well as your final invoice. We need to accomplish this before the end of the year. Thanks for your assistance.

<<Lukoil Cayman Trading.Ltd. resolution.pdf>>  
Jeanette Geyer  
Senior Paralegal  
Getty Petroleum Marketing Inc., a subsidiary of Lukoil Oil Company  
Lukoil Plaza  
1500 Hempstead Turnpike  
East Meadow, New York 11554  
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<< File: Lukoil Cayman Trading.Ltd. resolution.pdf >>

# **EXHIBIT 11-c**

**From:** Alex Pozdnyakov  
**To:** "Olga.Klemenchukova@pasusa.com"  
**Cc:** Yelena Bitman  
**Subject:** RE: Cell phones  
**Date:** Monday, April 11, 2005 7:37:27 AM

---

Thanks, Olga.

Could you send out an email to persons who have cell phones stating that in compliance with the decision of the president of OAO Lukoil Oil Company, Getty will not be providing mobile phone services to participants of the management exchange. As a result, the service on their lines has been suspended. Remind them that the phones are property of Getty. We will let them know shortly what to do about the phones.

Thanks.

Alex Pozdnyakov  
Associate Counsel\*  
Getty Petroleum Marketing Inc., a subsidiary of LUKOIL Oil Company

T: 516 542-5059 F: 516 832-8443 Email: apozdnyakov@lukoilusa.com; apozdnyakov@getty.com

Address: LUKOIL Plaza, 1500 Hempstead Turnpike, East Meadow, NY 11554

\*admission in NY pending

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-----Original Message-----

**From:** Olga.Klemenchukova@pasusa.com [mailto:[Olga.Klemenchukova@pasusa.com](mailto:Olga.Klemenchukova@pasusa.com)]  
**Sent:** Monday, April 11, 2005 10:36 AM  
**To:** Alex Pozdnyakov  
**Subject:** Re: Cell phones  
**Importance:** High

Alex,

Per your request all 8 phones have been suspended from being used. We can restore the service in May. We are still responsible for monthly payments on those phones, but no one would be able to use them.

Kind regards,  
Olga

# **EXHIBIT 12**

# **EXHIBIT 12-a**



Getty vs. Bionol - Vol. 10 (4/11/2011) 4/11/2011 12:00:00 PM

1 Vince?

2 A. It was not my decision. My boss tells me what  
3 to do, and I do that.

4 Q. Who is your boss?

5 A. The CEO.

6 Q. Of?

7 A. LUKOIL.

8 Q. Is that Mr. Alekperov?

9 A. That is correct.

10 Q. Now at one point Mr. Manion asked you about  
11 cost based. You said more than once that cost  
12 based is cost of raw materials. Do you  
13 remember that testimony?

14 A. Yes.

15 Q. Do you also remember that Judge Todd asked you  
16 what you understood cost based to be? Do you  
17 remember he asked you this morning?

18 A. Yes.

19 Q. And you said in addition to the cost of raw  
20 materials you said return on equity and paying  
21 debt? That's what you said to Judge Todd;  
22 right?

23 A. Right.

24 Q. So you understood that, too?

Getty vs. Bionol - Vol. 10 (4/11/2011) 4/11/2011 12:00:00 PM

1 ARBITRATOR TODD: Now are you saying  
2 that when you are talking in that framework  
3 that Bionol and Getty Petroleum Marketing were  
4 partners?

5 THE WITNESS: That's the way Vince  
6 presented it to me.

7 ARBITRATOR TODD: Partners in what?

8 THE WITNESS: Partners in the  
9 project.

10 ARBITRATOR TODD: Partners in the  
11 Clearfield, Pennsylvania plant?

12 THE WITNESS: Correct.

13 ARBITRATOR TODD: All right

14 THE WITNESS: The state, the State of  
15 Pennsylvania, Bionol Clearfield, and Getty  
16 would be partners, because it is a joint  
17 project.

18 ARBITRATOR TODD: And yet you didn't  
19 -- Getty didn't invest any money into this  
20 partnership, did it?

21 THE WITNESS: No.

22 ARBITRATOR TODD: And Getty didn't  
23 pay any part of building the plant, did it?

24 THE WITNESS: No.

Getty vs. Bionol - Vol. 10 (4/11/2011) 4/11/2011 12:00:00 PM

1 ARBITRATOR TODD: And was there any  
2 kind of an agreement that if Getty -- if  
3 Bionol lost any money on this plant, Getty  
4 would participate in those losses?

5 THE WITNESS: I -- I -- I don't think  
6 so.

7 ARBITRATOR TODD: And if Getty lost  
8 money in the operation of its stations, was  
9 Bionol supposed to participate in those  
10 losses?

11 THE WITNESS: No.

12 ARBITRATOR TODD: Is there any  
13 agreement of partnership between Bionol and  
14 Getty?

15 THE WITNESS: It -- your Honor, it  
16 was introduced when Vince -- when Vince  
17 brought to it me the first -- the first time,  
18 he wrote me a big letter. It is somewhere.  
19 It says, Dima we have got this great partner  
20 that we are going to team up with.  
21 Governor Rendell is with us. We are going to  
22 do just great project.

23 ARBITRATOR TODD: I am really not  
24 involved in whether or what Mr. de Laurentis

Getty vs. Bionol - Vol. 10 (4/11/2011) 4/11/2011 12:00:00 PM

1       they are going to exit worldwide, I remember  
2       that I told my CEO, my boss, I said, "If Exxon  
3       Mobil cannot deal with it, nobody can."  
4           We have to get out of it as fast as  
5       we can. So we tried to sell it from day one.  
6       We couldn't sell because Getty was very highly  
7       debt burdened. That is why LUKOIL -- the best  
8       advice we had from Houlihan Lokey, who is one  
9       of the biggest investment banks, you have to  
10      recapitalize the company, because you will  
11      never be able to sell it.

12           ARBITRATOR TODD: In any event, you  
13      and somebody from Cambridge Holdings got  
14      together in 2010 at some point?

15           THE WITNESS: Yes. Yes. Because the  
16      company already was recapitalized.

17           ARBITRATOR TODD: Yes.

18           THE WITNESS: The company was better  
19      by it.

20           ARBITRATOR TODD: Then at some point  
21      thereafter this initial meeting between you  
22      and somebody from Cambridge Holdings,  
23      negotiations started?

24           THE WITNESS: Yes.

Getty vs. Bionol - Vol. 10 (4/11/2011) 4/11/2011 12:00:00 PM

1 the Governor. That is how it looked. It --

2 it --

3 ARBITRATOR TODD: I don't want to

4 argue with you, but there is no agreement of

5 sharing profits or losses?

6 THE WITNESS: No. There is no

7 agreement sharing profits or losses. But the

8 Governor for the State of Pennsylvania granted

9 a lot of money for this. Some agreements are

10 made on a handshake if you trust the party. I

11 personally made an agreement with one of the

12 largest U. S. oil companies. We had the deal.

13 We didn't have it signed, and we shook hands

14 and worked it for 10 days with no written

15 agreement.

16 ARBITRATOR TODD: I understand.

17 THE WITNESS: When you see the guy

18 and he is so impressive and he looks so good,

19 you don't really go -- when I took

20 Governor Rendell to the airport, I asked him.

21 I said -- because he apologized to me. He

22 said, "Dima, I want to apologize to you.

23 Please pass my apology to" --

24 ARBITRATOR TODD: Taking the risk of

Getty vs. Bionol - Vol. 10 (4/11/2011) 4/11/2011 12:00:00 PM

1                   CERTIFICATE

2

3                 I, Judith McGovern Williams, Notary Public and  
4                 Registered Professional Reporter in and for the  
5                 Commonwealth of Massachusetts, do hereby certify:  
6                 That the proceedings hereinbefore set forth on  
7                 pages 1863 through 2134, inclusive, were recorded  
8                 by me stenographically and transcribed by me; and  
9                 that such transcript is a true record of the  
10               proceedings to the best of my knowledge, skill and  
11               ability.

12               IN WITNESS WHEREOF, I hereunto set my hand  
13               this 12th day of April, 2011.

14

15

Judith McGovern Williams

16               Registered Professional Reporter

Certified Realtime Reporter

17               Certified LiveNote Reporter

Certified Shorthand Reporter No. 130993

18

19

20               My commission expires:

May 5, 2017

21

22

23

24

# **EXHIBIT 12-b**

Page 1

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 11-15606-scc

4 - - - - - x

5 In the Matter of:

6 GETTY PETROLEUM MARKETING, INC. AND LIQUIDATING TRUSTEE,

7 Debtors.

8 - - - - - x

9 Adversary No.: 11-02941-scc

10 In the Matter of:

11 GETTY PETROLEUM MARKETING, INC., ET AL.,

12 Plaintiffs,

13 v.

14 LUKOIL AMERICAS CORPORATION, ET AL.,

15 Defendants.

16 - - - - - x

17 United States Bankruptcy Court

18 One Bowling Green

19 New York, New York

20

21 June 6, 2013

22 2:06 p.m.

23 B E F O R E :

24 HON SHELLEY C. CHAPMAN

25 U.S. BANKRUPTCY JUDGE

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Page 32

1 projecting under -- at various points in time.

2 And you can see that the first column shows 2009  
3 was the actual -- it was a \$57 million loss for the full  
4 year. Then the plans for 2010, whether you use Plan B, C, D  
5 or E, ranged from a low of 54,992,000 to a high of  
6 79,442,000. This also shows the actual for 2010 which was  
7 68,862,000. So the -- it's interesting to note that the  
8 actuals were within the range of the projections.

9 Q Okay. Let's take a look at slide 14. And what else --

10 A You're going back to the capital adequacy. I think  
11 you're in the cash flow test.

12 Q Oh, I'm sorry. Let's back up, then. Let's go back to  
13 slide 12. What else did you look at to determine the --  
14 GPMI's solvency under the capital adequacy test?

15 A Okay. So in addition to the projected cash losses, we  
16 also looked at the cash balance because that helped, you  
17 know, funding capital. And there are two nice points here.  
18 One is the project -- the company projected a negative  
19 capital -- a negative cash balance in June of about \$5.6  
20 million. It then also projected a negative cash balance by  
21 the end of 2010 of over \$47 million.

22 And the company really didn't have any third party  
23 sources of capital. There was a heavy dependency on LUKOIL.  
24 In fact, many of the reports that were filed monthly -- we  
25 call them the MDNA's, managing discussion analysis -- always

Page 33

1 had a paragraph that talked about a going concern and the  
2 dependency on LUKOIL and what would happen if they stopped  
3 funding us. And it's no guarantee that they're going to  
4 continue to fund our operations. This went on for quite  
5 some period of time.

6 And then, finally, there was a -- KPMG required  
7 the parent company to provide a support letter, to provide  
8 it an unqualified opinion when it was conducting its audit  
9 because it couldn't -- it was suggesting that it could not  
10 operate on its own as a -- in a qualified way.

11 Q Okay. And as a result of your analysis under the  
12 capital adequacy test, did you come to a conclusion as to  
13 whether or not GPMI was insolvent as of the transfer date?

14 A Yes. Under the capital adequacy test I determined -- I  
15 concluded that GPMI was insolvent.

16 Q I get my bankruptcy tutorials from Mr. Goldman every  
17 once in a while, so --

18 (Laughter)

19 Q And did you come to a determination as to whether or  
20 not as a result of the asset transfer, GPMI was insolvent?

21 A Yes. I determined that GPMI was insolvent under the  
22 capital adequacy test.

23 Q Okay. And do you hold that opinion to a reasonable  
24 degree of certainty?

25 A I do.

Page 35

1 deterioration of the cash position that --

2 Q And --

3 A -- was projected by --

4 Q -- can you describe --

5 A -- GPMI.

6 Q Can you describe what this slide depicts, please?

7 A Sure. So at the end of 2009 there was a positive cash  
8 balance of about \$23 million, but at -- you can see as the  
9 year -- each quarter moves on through the year, it continues  
10 to -- the losses or the negative cash position I should say,  
11 not the loss, the negative cash position continues to grow.  
12 So it goes from \$5.6 million at the end of the second  
13 quarter or in June of 2010. It increases to \$26 million,  
14 and then finally by the end of the year there's the 46.6  
15 million or 47 rounded up.

16 Q And as a result of your analysis under the cash flow  
17 test did you come to a conclusion as to whether or not GPMI  
18 was rendered insolvent after the November 2009 asset  
19 transfer?

20 A Yes. Under the cash flow test it's my conclusion that  
21 GPMI was insolvent.

22 Q And do you hold that opinion to a reasonable degree of  
23 certainty as well?

24 A Yes, I do.

25 MR. BONGIORNO: May I just have one moment, Your

# **EXHIBIT 12-c**

Page 1

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 11-15606-SCC

4 Adv. Case No. 11-02941-SCC

5 - - - - - x

6 In the Matter of:

7

8 GETTY PETROLEUM MARKETING, INC.

9 AND LIQUIDATING TRUSTEE,

10

11 Debtors.

12 - - - - - x

13 GETTY PETROLEUM MARKETING, INC.,

14 et al.,

15 Plaintiffs,

16 v.

17 LUKOIL Americas Corporation,

18 et al.,

19 Defendants.

20 - - - - - x

21

22 U.S. Bankruptcy Court

23 One Bowling Green

24 New York, New York

25

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Page 154

1 physical assets to another entity that would effectively  
2 strip the remaining company of any ability to pay. They  
3 actually walked us through how they were going to do it.

4 From there obviously we got quite concerned, had  
5 an internal conversation that led me to fly to Moscow over  
6 night, meet with Valorey Sabuton (ph). I meet with Valorey  
7 with one of my board members and one of our investors. We  
8 had approximately an hour to an hour 15 minute meeting. At  
9 that meeting we were assured again that the contract was to  
10 be assigned and that that contract was going to be with good  
11 assets, and got an email back saying from Balerio (ph), and  
12 I don't remember exactly what it said.

13 And then from there a series of conversations  
14 ensued, and from which obviously LUKOIL had then decided to  
15 make a change, which reported back to me that the chairman  
16 of Rachete Alapara (ph) indicated to the chairperson of  
17 ITERA that he was going to bankrupt Getty.

18 Q Mr. Gatto, I didn't want to interrupt your answer and I  
19 certainly do want to get back to this 2006/2007 time frame.  
20 But just to follow up on this briefly.

21 A Uh-huh.

22 Q The meeting that you just described when you -- when  
23 you learned these things, when exactly was it?

24 A I don't recall.

25 Q Do you recall what year it was?

# **EXHIBIT 13**

# **EXHIBIT 13-a**

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") dated as of the 13th day of November 2009 (the "Effective Date"), is by and between Geity Petroleum Marketing Inc., a Maryland corporation ("Seller"), and LUKOIL North America LLC, a Delaware limited liability company ("Buyer").

## RECITALS

WHEREAS, Seller is the parent of Buyer; and

WHEREAS, Seller is primarily engaged in the business (the "Business") of, among other things, the distribution, supply and marketing of branded motor fuels to retail motor fuel service stations; and

WHEREAS, in connection with the Business, Seller is the owner of certain fee properties, leasehold interests and certain improvements and equipment that Seller desires to sell and is also a party to certain contracts that Seller desires to assign, and Buyer desires to purchase or take an assignment thereof; and

WHEREAS, in respect of such fee properties and leasehold interests, certain of such fee properties and leasehold interests (each hereinafter a "Purchased Premises") relate to branded retail motor fuel facilities located in various states within the United States, of which:

1. Seller owns either the fee or leasehold interest in certain of the retail motor fuel facilities ("PMPA Lessee Dealer Premises") and such retail motor fuel facilities are operated by independent dealers ("PMPA Lessee Dealers") pursuant to PMPA Franchise Agreements (defined below);

2. Seller owns either the fee or leasehold interest in certain of the retail motor fuel facilities ("Contract Operator Premises") and such retail motor fuel facilities are operated by contract operators (the "Contract Operators"), pursuant to contractor agreements and related and ancillary agreements, supplements, addenda, as may be amended (the "Contract Operator Agreements");

3. Seller owns either the fee or leasehold interest in certain of the retail motor fuel facilities ("Commission Lessee Premises") and such retail motor fuel facilities are operated by commission lessee dealers (the "Commission Lessees"), each pursuant to lease and commission supply contracts, and related and ancillary agreements, supplements, addenda, as may be amended (the "Commission Lessee Agreements");

4. Seller owns either the fee or leasehold interest in certain of the Purchased Premises (the "Non-Operated Premises"), which are currently not in operation; and

WHEREAS, Seller does not own either the fee or leasehold interest of thirty-seven (37) retail motor fuel facilities located in New Jersey (the "Reseller Premises"), which Reseller Premises are owned and operated by independent dealers pursuant to a PMPA Franchise Agreements (Reseller) (the "PMPA Reseller Dealers") and are directly supplied by Seller, of which nine (9) were sold by Seller to the certain independent dealers (or an Affiliate of such

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EXHIBIT

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Adv. Proc. No. 11-02941 (SCC)

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thereof by AEGON; or (ii) pay any prepayment premium arising in connection with the satisfaction of the AEGON Mortgage. LAHQ shall promptly request AEGON's consent to modify the AEGON Mortgage so as to permit Buyer to assume the obligations of LAHQ thereunder and under the AEGON Promissory Note and, upon receipt of AEGON's consent, Buyer shall be deemed to have irrevocably committed to purchase, and LAHQ shall be deemed to have irrevocably committed to sell, transfer and convey to Buyer, the Headquarters upon and subject to the terms described in this Section 2.5.

---

**ARTICLE 3.  
PURCHASE PRICE**

3.1 Purchase Price for Assets Including Inventory. In consideration of the sale of the Assets by Seller in accordance with the terms and conditions of this Agreement, Buyer shall at Closing pay to Seller, in accordance with Section 3.2, the sum of One Hundred Twenty Million Seven Hundred Thirty-Five Thousand (\$120,735,000.00) Dollars (the "Purchase Price"), plus or minus any adjustments or prorations, as hereinafter provided. In addition, Buyer and Seller shall be responsible for the payment of taxes, costs and such other fees, as provided in Section 6.5, Section 10.2 and Section 10.3 of this Agreement.

3.2 Delivery of Purchase Price. The Purchase Price, plus or minus any adjustments made as of the Closing Date, shall be paid in U.S. Dollars, by wire or account transfer of Immediately available funds to a bank account designated by Seller in writing.

3.3 Refined Petroleum Products Inventory Count. The Purchase Price includes the aggregate value Refined Petroleum Products Inventory present at each of the Contract Operator Premises and the Commission Dealer Premises as of the last Business Day immediately prior to the Closing Date, the aggregate value of which is Eight Million Six Hundred Eighty-Four Thousand (\$8,684,000.00) Dollars. On the Closing Date for each Contract Operator Premises and Commission Dealer Premises, Seller and Buyer shall conduct a physical inventory of the Refined Petroleum Products Inventory present at each of the Contract Operator Premises and the Commission Dealer Premises and shall prepare an inventory statement for each of the Contract Operator Premises and Commission Dealer Premises setting forth the amount of the Refined Petroleum Products Inventory on the Closing Date. The inventory statement shall also reflect the corresponding value for the Refined Petroleum Products Inventory. The difference, if any, between the aggregate value as reflected in the Inventory Statement, less the aggregate value of Refined Petroleum Products Inventory included in the Purchase Price shall be paid to Seller by Buyer or refunded to Buyer by Seller, as the case may be, as an adjustment to the Purchase Price pursuant to Section 6.7.

3.4 Purchase Price Allocation. The parties agree that the Purchase Price was determined and agreed on the basis of the entirety of the Assets being purchased and the entirety of the Assumed Liabilities being assumed, and not on an individual asset or liability basis. For the purposes of Section 1060 of the Code, however, the Purchase Price has been allocated amongst the Assets by reference to a particular Asset's classification, all as set forth on Schedule 3.4 of the Disclosure Schedule. The asset classifications used to prepare Schedule 3.4 of the Disclosure Schedule shall be land, buildings, equipment, and contract rights. The values of the Assets set forth in Schedule 3.4 of the Disclosure Schedule are also the agreed values of the Assets for all purposes, including title insurance, the closing statements and payment of any

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Material Title Objections to the reasonable satisfaction of Buyer or reach an agreement with Buyer as to the resolution of the Material Title Objections, at Seller's sole cost and expense, and Seller shall indemnify Buyer pursuant to Section 12.1. If Seller is unable to sell, convey and transfer a Purchased Premises due to a Material Title Objection, such Purchased Premises shall be added to Exhibit A to the Interim Lease (defined below) at Closing.

4.4 Condemnation. If a proceeding is pending or threatened by a Governmental Entity for the public taking (a "Taking") of all or any portion of a Purchased Premises or the impairment of access to, or other interference with any Purchased Premises, then, at Closing, Seller shall assign to Buyer all of Seller's rights in and to the litigation and compensation in connection with such Taking. Schedule 4.4 of the Disclosure Schedule sets forth the list of Purchased Premises for which a Taking is pending or threatened ("Condemnation Litigation"), which shall Seller shall assign to Buyer at Closing Seller's rights in and to the litigation and compensation in connection with such Taking.

4.5 Casualty Loss. If, prior to the Closing Date, there is a substantial loss or damage to any Purchased Premises by fire or other casualty which precludes (as of the date of such casualty) the continued operation of such Purchased Premises as a retail motor fuel facility, Seller shall assign to Buyer at the Closing Seller's interest, if any, in any insurance proceeds and shall deliver to Buyer any such proceeds actually paid, up to the total value of such Purchased Premises set forth in Schedule 3.4.

4.6 City Certification Statement. For each property located in the City of Philadelphia, the Parties agree that a statement issued by the Department of Licenses and Inspections of the City of Philadelphia (each a "City Certification Statement") certifying that the zoning classification of such property under the Zoning Code of the City of Philadelphia is as set forth on Schedule 8.1(i), that the use of the Premises as a motor fuel facility is or is not in compliance with the provisions of the Zoning Code of the City of Philadelphia and whether there exists any notice of any uncorrected violation of the housing, building, safety or fire ordinances is required to be delivered by Seller on or prior to the Closing Date. Seller shall pay for any certificate required in connection with such City Certification Statement. Any violations noted in the City Certification Statement shall not be deemed (i) a Loss or a Claim covered by the either Section 12.1 or Section 13.1; or (ii) a title exception or other ground for objection to title by Buyer. Buyer agrees to purchase the Purchased Premises subject to any matters noted or issued in such City Certification Statement, including any violations noted in the City Certification Statement, perform or cause to be performed, correct and cure, or cause to be corrected and cured, any violation of the housing, building, safety or fire ordinances or other applicable Laws identified in any City Certification Statement, and pay or cause to be paid any fines or other costs arising therefrom.

4.7 Permits. Seller shall cooperate with Buyer, at Buyer's expense, in executing all documents required in connection with Buyer's obtaining any Permits desired by Buyer.

#### ARTICLE 5. ENVIRONMENTAL MATTERS

5.1 Baseline Report; Environmental Assessments. Schedule 5.1 of the Disclosure Schedule identifies written agreement(s) with a Governmental Entity or other order from a

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Governmental Entity directing Seller to perform Remediation at the Purchased Premises and certain environmental site assessments, groundwater, soil sampling and other environmental information for the Purchased Premises, including tank tightness testing of the UST Systems (the "Environmental Reports") that Seller has delivered to Buyer. Seller and Buyer agree that no provision of this Agreement or any Environmental Report shall be construed to be an admission of liability, wrongdoing or violation of the law by Seller or its predecessors, successors or assigns. The Environmental Reports shall constitute the Baseline Report for each of the Purchased Premises.

**5.2 Control and Completion of Activities Regarding Covered Contamination.** Subject to the terms, conditions and limitations set forth in this Agreement, and expressly excluding the Conoco Phillips Obligations to be assumed by Buyer at the Closing, Seller agrees to perform Remediation of Covered Contamination to the extent required by DEP to attain one or a combination of the non-residential remediation standards in accordance with all Environmental Laws until the Remediation Completion Date (as defined below). Subject to Article 15, Seller's obligation with respect to any Covered Contamination and any Losses related to the Environmental Condition or Release which is the subject of the Covered Contamination, shall terminate ("Remediation Completion Date"), upon the earliest to occur ("Closure") of:

(a) the receipt of written notice or other written evidence from DEP or other Governmental Entity overseeing such Remediation that either:

(i) state-specific regulatory closure has been granted;

(ii) no further Remediation of Covered Contamination (or words of similar effect) is required; or

(iii) that the approved plan for Remediation of Covered Contamination has been completed and the applicable Environmental Laws with respect to such Covered Contamination have been met.

(iv) approving the final report submitted by the Seller demonstrating attainment of one or a combination of the non-residential remediation standards;

(b) the date of the report submitted to DEP or other Governmental Entity overseeing such Remediation and prepared by Seller's environmental consultant certifying that the Remediation has been completed in satisfaction of all applicable Environmental Laws; or

(c) if Seller does not obtain Closure from DEP or other Governmental Entity overseeing such Remediation after requesting in writing that DEP or other Governmental Entity overseeing such Remediation approve Closure with respect to the Covered Contamination, twelve (12) months after the date Seller has submitted such request in writing to DEP or such other Governmental Entity overseeing such Remediation.

**5.3 Buyer's Responsibilities in Respect of Covered Contamination.** During the course of Remediation of Covered Contamination related to the Purchased Premises, Buyer hereby agrees, upon twenty-four (24) hours notice, to permit Seller to conduct audits of the Purchased Premises and equipment thereon to be assured of the integrity of the distribution and storage systems at the Purchased Premises. Buyer will procure access for Seller of all portions

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of the facility and equipment related to the investigation of potential sources of Environmental Conditions or Releases and all petroleum inventory and maintenance records that are required to be maintained at the Purchased Premises under Environmental Law and to all tank tightness testing of UST Systems (including functional testing of the vapor recovery (State II) systems and monitoring systems), hydrostatic testing of the containment devices, monitoring certifications and facility inspections). During the period Seller is conducting Remediation of Covered Contamination at a particular Purchased Premises, Buyer shall promptly provide to Seller copies of any notices of violation, correspondence, environmental reports or other documents that (i) allege a violation of Environmental Law; (ii) relate to an Environmental Condition or Release at such Purchased Premises; (iii) require Remediation to be performed by Buyer at such Purchased Premises. In the event of an actual or suspected Environmental Condition or Release that is not Covered Contamination, upon fifteen (15) days prior notice by Seller, Buyer will conduct, at Buyer's sole cost and expense, such testing, audits, inspections or certifications of any component of the UST Systems as Seller deems reasonably necessary to evaluate whether such UST Systems are functioning in accordance with Environmental Laws. The results or reports of any testing, audits and inspections and copies of any certifications shall be provided within fifteen (15) days of the date of Buyer's receipt thereof.

5.4 Remediation Activities Arising From New Contamination and Under ConocoPhillips Obligations.

(a) Buyer shall perform Remediation of any New Contamination occurring at a Purchased Premises and, to the extent comprising the ConocoPhillips Obligations, shall assume responsibility of Seller for any and all Remediation Activities (as defined in the ConocoPhillips Agreement) and, to the extent required under Environmental Law, Buyer shall report all New Contamination to the applicable Governmental Entity and provide appropriate notification thereof to property owners. Until the Remediation Completion Date, Buyer shall provide Seller with prompt written notice of any New Contamination discovered by Buyer and submit to Seller all documentation relating to such New Contamination, including correspondence, description of the release or loss, operating records, tests and inventory records. In connection with any New Contamination, Buyer, at Buyer's expense, shall cause a reputable environmental consultant to conduct a reasonable level of environmental testing related to such New Contamination as reasonably requested by Seller and provide the results thereof to Seller.

(b) If an Environmental Condition or Release is discovered by Buyer or Seller on a Purchased Premises undergoing Remediation to address Covered Contamination after the Closing Date, the Party discovering such Environmental Condition or Release shall immediately notify the other Party. If an Environmental Condition or Release is discovered, such Environmental Condition or Release shall, subject to Section 5.4(c), be presumed to be New Contamination and Buyer shall act promptly to minimize the effects of such New Contamination after becoming aware of same.

(c) If an Environmental Condition or Release is discovered by Seller at any of the Purchased Premises, Buyer shall bear the burden of proof to establish, by a preponderance of the evidence that such Environmental Condition or Release is not New Contamination or related to the ConocoPhillips Obligations, but rather solely Covered Contamination. If an Environmental Condition or Release is not New Contamination or related to the ConocoPhillips Obligations, but solely Covered Contamination, provided that Seller's Remediation and

indemnification obligations have not terminated pursuant to this Agreement, Seller shall conduct Remediation of such Covered Contamination in accordance with the provisions of Section 5.2. Seller shall reimburse Buyer for the costs incurred by Buyer to minimize the effects of an Environmental Conditions that are determined to be Covered Contamination, provided that Seller's Remediation and indemnification obligations have not terminated pursuant to this Agreement.

(d) Until the Remediation Completion Date for each particular Purchased Premises, Buyer shall promptly provide to Seller copies of any notices of violation, correspondence, environmental reports or other documents that (i) allege a violation of Environmental Law; (ii) relate to a Release or suspected Release at the Purchased Premises or an Environmental Condition associated with the Purchased Premises; and (iii) any Remediation to be performed by Buyer at the Property.

**5.5 Environmental Responsibility for Cummingle Contamination.**

(a) If both Seller and Buyer are performing Remediation at a Purchased Premises as required by this Agreement (such Remediation hereinafter referred to as "Commingled Remediation"), Buyer and Seller will attempt to determine and, if necessary, hire, at expense to be shared equally, an independent environmental consultant mutually acceptable to Buyer and Seller, to assess and determine a cost allocation of Remediation to the Parties based upon the respective responsibilities of the Parties, hereunder and the evidence presented. This assessment shall include a review of the Remediation that had been done to date and the remaining cost to complete the Remediation, taking into account the cost of Remediation or other additional work that will be required due to New Contamination occurring after the Closing Date. Buyer and Seller shall each pay the fractional cost percentage of all further Commingled Remediation performed at the Purchased Premises, as determined by the Parties based upon the assessment.

**5.6 Environmental Responsibility for Environmental Contamination under Conoco Phillips Agreement.** At the Closing, Buyer shall undertake the performance, on behalf of Seller of all ConocoPhillips Obligations, only with respect to those certain Purchased Premises identified in Schedule 5.1. Buyer covenants and agrees to perform all of the obligations of Seller under and pursuant to the Conoco Phillips Agreement from and after the Closing Date, subject to any allocation between Seller and Buyer for Commingled Remediation pursuant to Section 5.5. The Buyer acknowledges and agrees that the Purchase Price has been specifically negotiated and adjusted to take into account the assumption by Buyer of all responsibilities, obligations and liabilities (including Remediation obligations) of Seller in respect of the Conoco Phillips Agreement, including Environmental Remediation (as defined in the ConocoPhillips Agreement) at any of the Purchased Premises identified in Schedule 5.1. Buyer and Seller shall each promptly deliver all notices and other communications received by ConocoPhillips relating to the ConocoPhillips Agreement or any Governmental Entity relating to the ConocoPhillips Obligations.

**5.7 Notice; Access; Cooperation.**

(a) Buyer shall cooperate with Seller's activities in respect of any Remediation which is being conducted or controlled by Seller pursuant to this Article 5 including

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and validly authorized by all requisite action on the part of Buyer. This Agreement constitutes a legal, valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms, except to the extent that enforcement hereof may be limited by: (a) bankruptcy, reorganization, moratorium, fraudulent conveyance or similar laws now or hereafter in effect relating to creditors' rights generally; and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

**9.3     Consents.** To Buyer's knowledge, no consent, approval or authorization of any Person, nor any declaration, filing or registration with any Governmental Entity is required to be made or obtained by Buyer in connection with the execution, delivery and performance by Buyer of this Agreement and the transactions contemplated thereby, except for those consents which if not obtained would not prevent the consummation of the transactions contemplated by this Agreement.

**9.4     Non-Contravention.** The execution, delivery or performance of this Agreement or any of the other agreements or instruments contemplated hereby will not (a) violate or conflict with any applicable Law to which Buyer is subject or by which any of its assets and properties may be bound or affected; (b) conflict with or result in the violation of any provision of the organizational documents of Buyer; or (c) conflict with, or result in the violation of any agreement or contract to which Buyer is a party, other than in the case of clauses (a) and (c), any such conflicts or violations which, in the aggregate, would not prevent or materially delay the consummation of the transactions contemplated by this Agreement, or prevent Buyer from performing in all material respects its obligations under this Agreement.

**9.5     Broker Involvement.** Buyer has not hired, retained or dealt with any broker or finder in connection with the transactions contemplated by this Agreement.

**9.6     Environmental Due Diligence.** Buyer acknowledges that Seller makes no representation or warranty as to the accuracy of the Environmental Reports, Environmental Assessment Surveys, reports relating to tank tightness testing and that other environmental assessments, reviews and studies may have been performed concerning the Purchased Premises and may be available from Governmental Entities. Buyer acknowledges that Buyer has reviewed the Environmental Reports, Environmental Assessment Surveys, reports relating to tank tightness testing provided to it by Seller.

**9.7     UST Systems.** Buyer acknowledges that, except as expressly set forth in this Agreement, Seller makes (a) no representation or warranty, express or implied, that the UST System and other equipment are free of oil, nonmerchantable petroleum residue, water or hazardous substance; or (b) no representation or warranty, express or implied, with reference to the present condition or state of repair or merchantability or fitness for a particular purpose or suitability for Buyer's intended use (or for any use whatsoever) of the UST Systems. Buyer understands and acknowledges that (a) any UST System may have or develop certain deficiencies, related but not limited to, the UST's reliability factor; the UST's wall strength; and the UST's striker plate, if any, such that this may result in the UST's buckling, creeping, deflecting, cracking, breaking, or failing and resulting in UST or line leaks; (b) if any UST was manufactured during or prior to 1986, such UST may not be compatible with certain types of fuel, fuel additives or chemicals, including, but not limited to, ethanol or MTBE; and (c) fiberglass underground storage tanks installed prior to 1981 have not been warranted by the manufacturer against

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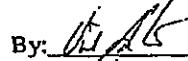
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**IN WITNESS WHEREOF**, the Parties have executed this Purchase and Sale Agreement as of the day and year first above written.

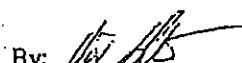
**SELLER:**

**GETTY PETROLEUM MARKETING, INC.**

By:   
Name: Vincent J. DeLaurenti  
Title: President & Chief Operating Officer

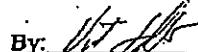
**BUYER:**

**LUKOIL NORTH AMERICA LLC**

By:   
Name: Vincent J. DeLaurenti  
Title: President & Chief Operating Officer

**LUKOIL AMERICAS HEADQUARTERS LLC** hereby joins in this Agreement for the sole and express purpose stated in Section 2.5 and Schedule 2.5 and agrees to be bound by the terms thereof for the benefit of the Buyer:

**LUKOIL AMERICAS HEADQUARTERS LLC**

By:   
Name: Vincent J. DeLaurenti  
Title: President & Chief Operating Officer

[Signature Page to Purchase and Sale Agreement]

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# **EXHIBIT 13-b**

SERVICES AGREEMENT

AGREEMENT, dated as of November 16, 2009 by and between GETTY PETROLEUM MARKETING INC., a Maryland corporation ("Marketing") and LUKOIL NORTH AMERICA LLC, a Delaware limited liability company ("LNA").

SUMMARY

Pursuant to the [Purchase and Sale Agreement], [Interim Sublease], [Trademark Sublicense Agreement], Assignment and Assumption Agreement, and the Bill of Sale, each dated as of November 16, 2009 (the "Transaction Agreements") between Marketing and LNA, Marketing is on the date hereof selling and subleasing, as the case may be, to LNA certain real properties in New York, New Jersey and Pennsylvania, assigning to LNA certain marketing agreements and transferring certain personal property, granting certain rights to use trademarks (collectively, "Assets"), all being primarily related to operation gasoline filling stations and related businesses at the Assets. In order to facilitate the transition of responsibilities and management of the Assets to LNA, Marketing is willing to provide certain backoffice services to LNA during the transition and LNA is willing to accept and pay for such services.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

**1. MARKETING SERVICES.** Marketing agrees, as agent for LNA, to utilize its employees and assets to provide certain services consistent with the type, quality and level of such services required by LNA and provided by Marketing to its operations in New York, New Jersey and Pennsylvania immediately prior to the date hereon, in connection therewith. The services to be provided are set forth below. Details of services to be provided in each category are set out more specifically in Attachment A which is hereby incorporated into this Agreement. Marketing and LNA may amend the details of services to be provided from time to time by amending Attachment A by mutual agreement.

SERVICES

*Operational*

General management and supervision  
Retail marketing management  
Wholesale marketing management  
Transportation and terminals management  
Engineering and environmental safety services  
Product supply management  
Fleet fueling management  
Operations administration  
Franchise support

*Financial*

Data processing/ computer technical support  
Retail and wholesale accounting  
Credit Card Processing  
Accounts Payable  
Accounts Receivable  
Inventory  
Cash Management  
Treasury

EXHIBIT

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Adv. Proc. No. 11-02941 (SCC)

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Credit  
Financial reporting and analysis  
Insurance  
Audit  
Tax

Other

Legal  
Training  
Office services  
Purchasing  
Public relations  
Real estate  
Marketing support

2. **CONSIDERATION.** Marketing shall invoice LNA once each month for the services performed during the prior month and LNA shall pay Marketing for such services not later than ten (10) days from the receipt of invoice.

3. **OUTSIDE SERVICES: ADJUSTMENTS TO CHARGES.** The foregoing services to be performed hereunder shall be all-inclusive of supplies and utilities required for such services, provided, however, that, if the level of activity for any service should increase above the level required prior to the date hereof, Marketing shall have the right to charge LNA for the additional supplies and utilities being used, on a cost-plus 10% basis. In the event that Marketing is required to retain outside consultant/contractor assistance to perform any of the services hereunder, Marketing shall first obtain the consent of LNA to such retention and LNA shall pay directly charges of such consultant/contractor. Marketing shall not be held responsible for the performance of such consultant/contractor services and LNA assumes the risk thereof. At any time LNA desires reports, software, files or the like, Marketing may provide them to LNA at cost.

The services to be performed hereunder shall be performed and used in compliance with the applicable provisions of the Transaction Agreements.

The parties hereto agree that forty five (45) days after the date of this Agreement, and no more than once every month thereafter, they will review the services provided this Agreement and, if it is mutually determined in good faith that certain services are no longer needed or that Marketing would require additional monthly charge(s) to continue rendering the services, such services will be terminated or the monthly charge(s) agreed by the parties, as the case may be.

4. **CONTRACTUAL RELATIONSHIP.** The relationship between LNA and Marketing under this Agreement shall be that of principal and agent in respect of the services to be performed hereunder. In no event is the relationship of the parties intended to be that of employer and employee and in no event is either party to be deemed or purported to be the partner or joint venturer of the other for any purpose whatsoever.

5. **TERM.** The term of this Agreement shall be \_\_\_\_ ( ) days from the date hereof. Upon at least ten (10) days notice: (i) to LNA, Marketing shall have the right to terminate any or all of the services set forth in Paragraph 1; and (ii) to Marketing, LNA shall have the right to terminate any or all of the services set forth in Paragraph 1. In the event of partial termination, any monthly charge for such

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IN WITNESS WHEREOF, each of LNA and Marketing has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

LUKOIL NORTH AMERICA LLC

By:

  
Vincent J. DeLaurentis  
President & Chief Operating Officer

GETTY PETROLEUM MARKETING INC.

By:

  
Vincent J. DeLaurentis  
President & Chief Operating Officer

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# **EXHIBIT 14**

# **EXHIBIT 14-a**

LUKOIL AMERICAS CORP.  
Twenty-Year Financial Projection (2008 – 2027)  
Assumptions Prepared as of December 17, 2007

Getty Petroleum Marketing Inc. (the “Company” or “GPM”), a wholly-owned subsidiary of Lukoil Americas Corp. (“LAC”), will restructure its business by separating its Getty and Lukoil operations effective June 30, 2008.

Effective June 30, 2008, the Company’s operations will solely be comprised of the 890 service station outlets and ten distribution terminals and bulk plants leased from Getty Realty Corp. (as of September 30, 2007) under the Amended and Restated Master Lease Agreement dated as of December 9, 2000.

Effective June 30, 2008, the Company will divest its remaining operations to a new Lukoil entity which will be called Lukoil North America Inc. (“LNA”). LNA will be formed as a limited liability corporation, which is wholly-owned by LAC.

LNA’s operations will principally consist of the following:

- Outlets acquired from ConocoPhillips (“COP”) in Northern New Jersey, hereinafter referred to as “Northern COP outlets” – 161 outlets acquired from COP (64 fee, 97 leased\*)
- 133 other outlets ( 2 fee, 131 leased)
- Contracts to supply petroleum products to 279 outlets (216 distributors and 63 contract dealers)
- Blending and supply business
- KOSCO heating oil business
- Corporate headquarters building

\* Includes 9 Garden State Parkway outlets.

Effective March 15, 2008, the Company will sell the corporate jet at fair value, which is estimated to be \$15 million.

Effective June 30, 2008, the Company will sell to a third party distributor, the outlets acquired from COP in Southern New Jersey and Pennsylvania, hereinafter referred to as “Southern COP outlets” – 160 outlets acquired from COP (109 fee, 51 leased) for \$135 million.

LNA will enter into a 15 year supply contract with the distributor acquiring the Southern COP outlets.

The Company’s long-term debt, which is expected to approximate \$216.2 million as of June 30, 2008, will be reduced by the net proceeds of \$150 million from the aforementioned sales.

Effective June 30, 2009, the Company's operations will be sold to a third party for the price of \$1, thereby eliminating the continuing losses under the Master Lease with Getty Realty Corp.

Sales prices per gallon used in the projection are based on the weighted average sales prices in effect for the nine months ended September 30, 2007.

Sales volume (in thousands of gallons):

	<u>2008</u>	<u>2009 (a)</u>	<u>2010 (a)</u>
<b>Retail:</b>			
Master lease outlets	567,600	288,100	0
Southern COP outlets	97,200	0	0
All other	<u>392,200</u>	<u>398,000</u>	<u>404,000</u>
Sub-total	<u>1,057,000</u>	<u>686,100</u>	<u>404,000</u>
<b>Wholesale:</b>			
Master lease outlets	140,900	71,500	0
Southern COP outlets	97,200	197,300	200,300
All other	<u>222,400</u>	<u>225,800</u>	<u>229,100</u>
Sub-total	<u>460,500</u>	<u>494,600</u>	<u>429,400</u>
Blending and supply	<u>840,000</u>	<u>1,000,000</u>	<u>1,015,000</u>
KOSCO	<u>24,600</u>	<u>25,000</u>	<u>25,400</u>
Total	<u>2,382,100</u>	<u>2,205,700</u>	<u>1,873,800</u>
<b>Margins per gallon:</b>			
	<u>2008</u>	<u>2009 (a)</u>	<u>2010 (a)</u>
<b>Retail:</b>			
Master lease outlets	.1619	.1643	N/A
Southern COP outlets	.0826	N/A	N/A
All other	<u>.1236</u>	<u>.1255</u>	<u>.1273</u>
Sub-total	<u>.1409</u>	<u>.1418</u>	<u>.1273</u>
<b>Wholesale:</b>			
Master lease outlets	.0180	.0183	N/A
Southern COP outlets	.0225	.0225	.0225
All other	<u>.0261</u>	<u>.0265</u>	<u>.0269</u>
Sub-total	<u>.0229</u>	<u>.0237</u>	<u>.0248</u>

Blending and supply	<u>.0500</u>	<u>.0500</u>	<u>.0500</u>
KOSCO	<u>.4519</u>	<u>.4587</u>	<u>.4656</u>

(a) Assumes annual increases of 1.5% per annum, except for 160 million gallon increase in Blending and supply volumes effective in 2009, and South COP and Blending and supply margins which are expected to remain constant.

Other information (in thousands) is as follows:

	<u>2008</u>	<u>2009 (b)</u>	<u>2010 (b)</u>
--	-------------	-----------------	-----------------

Direct operating expenses, primarily comprised of real estate taxes, environmental expense, maintenance expense and credit card expense, are as follows:

Master lease outlets	\$54,700	\$28,600	N/A
Southern COP outlets	2,100	N/A	N/A
All others	22,000	23,100	\$24,100
KOSCO	<u>9,600</u>	<u>9,900</u>	<u>10,400</u>
Total	<u>\$88,400</u>	<u>\$61,600</u>	<u>\$34,500</u>

Rental income:

Master lease outlets	\$40,800	\$21,000	N/A
Southern COP outlets	4,000	0	N/A
All others	<u>11,300</u>	<u>11,800</u>	<u>12,100</u>
Total	<u>\$56,100</u>	<u>\$32,800</u>	<u>\$12,100</u>

Rent expense:

Master lease outlets	\$60,900	\$31,000	N/A
Southern COP outlets	2,000	N/A	N/A
All others	23,400	24,500	\$25,200
Blending and supply	<u>5,400</u>	<u>5,500</u>	<u>5,700</u>
Total	<u>\$91,700</u>	<u>\$61,000</u>	<u>\$30,900</u>

S,G&A expenses:      \$57,500      \$51,100      \$32,300

(b) Assumes annual increases of 3% per year, except for rent expense on properties under the Master Lease Agreement with Getty Realty Corp., which increases at 2% per year.

Interest expense is principally comprised of interest on working capital borrowings under the revolver, the term loan and dealer security. Interest on borrowings under the revolver

assumes that the revolver is 50% utilized at an annual interest rate of LIBOR plus 60 basis points. LIBOR rates are forecast to be 5.36%. Interest on the term loan has been calculated on the basis that there are quarterly principal payments of \$3.25 million.

Capital expenditures are projected to be \$15 million in 2008 and \$5 million per year thereafter.

Gain (loss) on dispositions of assets is as follows (in thousands):

Corporate Jet:

Net proceeds	\$15,000
Estimated nbv	<u>10,212</u>
Estimated gain	<u>\$4,788</u>

South COP outlets:

Net proceeds	\$135,000
Estimated nbv	<u>128,600</u>
Estimated gain	<u>\$6,400</u>

Master Lease Assets:

Net proceeds	\$0
Estimated nbv	<u>66,659</u>
Estimated loss	<u>(\$66,659)</u>

# **EXHIBIT 14-b**

LUKOIL AMERICAS CORPORATION  
PROFORMA CONSOLIDATED BALANCE SHEETS  
AS OF JUNE 30, 2007  
(IN THOUSANDS)

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	GPMI Balance Sheet prior to <u>transaction</u>	Net assets sold to Realty	Net assets retained by LAC	LAC Balance Sheet after <u>transaction*</u>
<b>ASSETS</b>				
Current assets:				
Cash and cash equivalents	\$20,892	\$0	\$20,892	\$103,005
Accounts receivable, net	86,695	86,695	0	0
Inventories	136,328	136,328	0	0
Deferred income taxes	3,058	3,058	0	0
Prepaid expenses and other current assets	21,910	21,910	0	0
Total current assets	268,883	247,991	20,892	103,005
Property and equipment, net	341,332	323,310	18,022 (A)	18,022
Goodwill	13,159	13,159	0	0
Other intangible assets	4,035	4,035	0	0
Other assets	5,498	5,498	0	0
Total assets	<u>\$632,907</u>	<u>\$593,993</u>	<u>\$38,914</u>	<u>\$121,027</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>				
Current liabilities:				
Short-term borrowings	\$86,000	\$0	\$86,000	\$0
Current portion of long-term debt	15,632	0	15,632	0
Accounts payable	114,974	114,974	0	0
Current portion of environmental remediation costs	13,838	13,838	0	0
Accrued expenses	27,330	27,330	0	0
Gasoline taxes payable	26,567	26,567	0	0
Total current liabilities	284,341	182,709	101,632	0
Long-term debt	216,255	0	216,255	0
Environmental remediation costs	33,703	33,703	0	0
Deferred income taxes	3,058	3,058	0	0
Other liabilities	48,251	48,251	0	0
Stockholders' equity	47,299	0	47,299	121,027
Total liabilities and stockholders' equity	<u>\$632,907</u>	<u>\$267,721</u>	<u>\$365,186</u>	<u>\$121,027</u>
Book value of net assets sold		(\$326,272)	\$326,272	

\* LAC uses \$400,000 of proceeds from sale of GPMI to Realty to extinguish debt.

(A) Comprised of corporate jet of \$11,320, corporate headquarters of \$5,504 and LABS assets of \$1,198.

Supplemental information

Proceeds from sale of GPMI	\$400,000
Book value of net assets sold	<u>326,272</u>
Gain on sale of GPMI	<u>\$73,728</u>

Sources and uses of cash

Cash prior to transaction	\$20,892
Proceeds received	400,000
Extinguishment of debt	<u>(317,887)</u>
Cash after transaction	<u>\$103,005</u>

**LUKOIL AMERICAS CORPORATION  
PROFORMA YEAR 1 OPERATING RESULTS  
AFTER SALE OF GETTY PETROLEUM MARKETING INC.  
(IN THOUSANDS)**

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	<u>WHOLESALE</u>	<u>LABS</u>	<u>CORPORATE (a)</u>	<u>TOTAL</u>
VOLUME IN GALLONS				
WHOLESALE:				
LUKOIL BRANDED SUPPLY	800,000	0	0	800,000
UNBRANDED SUPPLY	700,000	0	0	700,000
BLENDING AND SUPPLY	0	840,000	0	840,000
VOLUME IN GALLONS	<u>1,500,000</u>	<u>840,000</u>	<u>0</u>	<u>2,340,000</u>
SALES	\$3,120,000	\$1,747,200	\$0	\$4,867,200
COST OF SALES	(3,091,500)	(1,709,400)	0	(4,800,900)
GROSS MARGIN BEFORE DIRECT OPERATING EXPENSES	28,500	37,800	0	66,300
DIRECT OPERATING EXPENSES	0	0	0	0
GROSS PROFIT	28,500	37,800	0	66,300
RENTAL INCOME	0	0	0	0
RENT EXPENSE	0	(5,400)	0	(5,400)
S,G&A EXPENSES	(11,250)	(510)	(1,380)	(13,140)
INCENTIVE COMPENSATION CHARGE	(2,854)	(5,742)	0	(8,596)
LUKOIL SERVICE AGREEMENT FEE	0	0	(2,500)	(2,500)
EBITDA	14,396	26,148	(3,880)	36,664
INTEREST EXPENSE	(2,980)	(2,980)	0	(5,960)
DEPRECIATION AND AMORTIZATION	0	(200)	(1,723)	(1,923)
EARNINGS (LOSS) BEFORE INCOME TAXES	11,416	22,968	(5,603)	28,781
PROVISION (CREDIT) FOR INCOME TAXES	4,775	9,606	(2,343)	12,038
NET EARNINGS (LOSS)	<u>\$6,641</u>	<u>\$13,362</u>	<u>(\$3,260)</u>	<u>\$16,743</u>

(a) CORPORATE CHARGES INCLUDE EXPENSES RELATED TO OPERATING THE CORPORATE JET, DEPRECIATION ON THE CORPORATE HEADQUARTERS AND A SERVICE AGREEMENT FEE PAYABLE TO LUKOIL USA.

# **EXHIBIT 14-c**

**Carolann Gaites**

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**From:** Carolann Gaites  
**Sent:** Tuesday, January 06, 2009 9:01 AM  
**To:** 'polynkoav@lukoil.com'  
**Subject:** December 08 report  
**Attachments:** Russian Monthly Report 12. 08.doc

Alexandra,  
The December 08 report is attached. Happy New Year.

Carolann

*Ms. Carolann Gaites  
Director of Human Resources  
Getty Petroleum Marketing Inc.  
1500 Hempstead Turnpike  
East Meadow, NY 11554  
516-542-4999*

December,

	Headcount	Gas filling stations	Oil depots	Oil product terminals	Hired and dismissed (during the last month)	Additional information
<b>LUKOIL Americas Corporation</b>	709	1571	N/A	5	6 H/15D	

2008

	Headcount	Gas filling stations	Oil depots	Oil product terminals	Hired and dismissed (during the last month)	Additional information
LUKOIL Americas Corporation	716	1571	N/A	6	20 H/33D	

# **EXHIBIT 15**

Talis Knets  
Claims Analyst, D&O Mainstream  
Financial Lines  
Claims  
212-458-1282 Telephone  
866-908-8301 Facsimile  
[talis.knets@chartisinsurance.com](mailto:talis.knets@chartisinsurance.com)



VIA EMAIL AND FIRST-CLASS MAIL,  
July 15, 2011

Michael G. Lewis  
Vice President and General Counsel  
Lukoil North America LLC  
1500 Hempstead Turnpike  
East Meadow, NY 11554

**Re: Insured : Lukoil Americas Corporation**  
**Matter : Route 27, LLC**  
**Policy # : 01-583-52-72**  
**Claim # : 550-055255-001**

Dear Mr. Lewis,

Chartis Claims, Inc. ("CCI"), on behalf of National Union Fire Insurance Company of Pittsburgh, PA ("National Union" or "the Insurer"), is the claims administrator handling claims arising under insurance policy # 01-583-52-72 issued to Lukoil Americas Corporation ("Lukoil"). Please be advised that I am the adjustor handling this matter and all future correspondence should be directed to my attention. The purpose of this letter is to advise you of our position with respect to coverage for this matter.

We value you as a customer and appreciate your business; however, we must inform you that there is no coverage under the policy captioned above for the matters submitted, as more fully discussed below. After you have reviewed the letter, if there is additional information you would like me to consider, please forward such information to me. Also, if you have any questions about the letter, please contact me.

In considering your request for coverage, we have reviewed the insurance policy referenced above, as well as the allegations asserted. No other policies were considered. If you assert a right to coverage under another policy issued by any other member company of American International Group, Inc., please submit notice pursuant to the notice provisions contained in that policy.

**Summary of the Matter**

Based on the information we have received to date, the following sets forth a summary of the allegations in the second amended complaint filed in the Superior Court of New Jersey, Middlesex County, captioned: *Route 27, LLC, Baba Bishada Inc., Shiv Shivam, Inc Gill Petroleum, Inc., Wyckoff Motors, Inc., Best Management, Inc. Route 9 Ventures, LLC, G.Z. Service Corp., E Gas Inc., Maxpetro LLC, Giuseppe Papile, Tabibian Enterprises, Inc., Pennington Circle Petroleum, 3513 Rt. 1 South, LLC, Kehal Petroleum, Inc., HKK Super Service, Inc., Par's Fast Service, Inc., Fuel Max, Inc., ADPP Enterprises, Inc., Alen Service Corporation, TKA Management, LLC, Kevart, Inc., Garry Motor Works, Inc., William T. Rossnagle,*

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7/15/2011

- 2 -

*Marwah Projects, Inc., Flanders Gas, LLC, Anil Enterprises, Inc., Shiv Shivangi, Inc., Creative Management, Inc., Passaic Mobile, Inc., and Karshan, LLC, v. Getty Petroleum Marketing, Inc., Lukoil North America LLC, Semyon Logovinsky, And Louis Maschi* (the "Second Amended Complaint"). This is the second amended complaint filed by the Plaintiffs in this Court. The First Amended Complaint was filed in this Court on May 24, 2010. Following removal to the United States District Court for the District of New Jersey, Plaintiffs filed a motion in federal court for leave to file a second amended complaint which is reportedly substantively identical to this Second Amended Complaint. That motion was granted by Order dated March 30, 2011.

Plaintiffs are 31 Individual Getty/Lukoil branded service station dealers that have or had leases and Petroleum Marketing Practices Act ("PMPA") franchise agreements with Getty Petroleum Marketing, Inc. ("Getty"). Getty has allegedly sold and assigned the interests it holds in Plaintiffs' service station premises to Defendant Lukoil North America, LLC ("Lukoil NA") without providing Plaintiffs a bona fide offer or right of first refusal to acquire Getty's interests in these premises, as required by Section 56:10-6.1(a) of the New Jersey Franchise Practices Act. These allegations alleged date back to the fall of 2009.

Plaintiffs alleged that Logovinsky, through mid-January 2010, was Vice President of Wholesale and Business Development at Getty. Subsequently, Logovinsky assumed the position of Vice President of Wholesale and Business Development at Lukoil NA.

Plaintiffs alleged that Maschi, through mid-January 2010 was Real Estate Manager at Getty. Subsequently, Maschi assumed the position of Real Estate Manager at Lukoil NA.

Plaintiffs brought five causes of action: 1) Violations of New Jersey's Franchise Practices Act against Getty, Lukoil NA and Logovinsky, 2) Conspiracy to Violate the Act against all Defendants, 3) Tortious Interference with the Performance of a Contract against all Defendants, 4) Tortious Interference with Prospective Economic Relationship against all Defendants and 5) Constructive Trust against Getty and Lukoil NA. Plaintiff seeks monetary damages, punitive damages, injunctive relief, attorney fees and costs.

#### The Policy

National Union issued a PrivateEdge Plus Insurance Policy, Policy no. 01-583-52-72 (the "Policy"), to Lukoil for the Policy Period February 28, 2011 to April 30, 2012 (the "Policy"). The Policy has a Twenty Five Million Dollar (\$25,000,000.00) shared limit of liability which is subject to a self-insured retention amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for claims under the Directors and Officers ("D&O") Coverage Section. Relevant policy provisions are referenced below; please refer to the policy for its complete terms and conditions.

#### Certain Policy Provisions

The D&O Coverage Section shall pay the Loss of the Company arising from a: B(i) Claim first made against the Company, or B(ii) Claim first made against an Individual Insured during the Policy Period for any Wrongful Act.

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7/15/2011

- 3 -

The Complaint constitutes a Claim as that term is defined by Definition 2(b)(ii) of the D&O Coverage Section, as amended by Endorsement #20. Plaintiff has alleged a Wrongful Act as that term is defined by Definition 2(cc) of the D&O Coverage Section.

For the purposes of this coverage evaluation only, we will assume that Getty as an alleged wholly owned subsidiary of LAC and Logovinsky, allegedly as a vice president of Getty are Insureds under the Policy for their actions up to February 28, 2011.

We direct your attention to Endorsement #14, which precludes coverage for this matter and provides that the Insurer shall not be liable to make any payment for Loss arising from a Claim for an alleged Wrongful Act(s) which occurred prior to February 28, 2011. Loss arising out of Related Wrongful Acts shall be deemed to arise from the first such same or related Wrongful Acts. The Complaint is replete with alleged Wrongful Acts that occurred prior to February 28, 2011. Therefore, the above Endorsement operates to preclude coverage for this Claim.

Reservation of Rights

National Union's coverage position is based on the information presently available to us. This letter is not, and should not be construed as, a waiver of any terms, conditions, exclusions or other provisions of the Policy, or any other policies of insurance issued by National Union or any of its affiliates. National Union expressly reserves all of its rights under the Policy, at law or in equity, including the right to assert additional defenses to any claims for coverage, if subsequent information indicates that such action is warranted.

Should you have any additional information that you feel would either cause us to review our position or would assist us in our investigation or determination, we ask that you advise us as soon as possible. Also, if you are served with any additional demands or amended complaints or pleadings, please forward them to us immediately, so that we can review our coverage position.

If you have any other insurance policies which may respond to this claim asserted, you should report this matter to the issuing carrier[s] immediately.

In closing, allow me to reiterate that we value you as a customer and encourage you to contact us should you have any questions or concerns regarding the contents of this letter. Thank you for your cooperation in this matter.

Regards,

Talis Knets

Digitally signed by Talis Knets  
DN: cn=Talis Knets, o, ou,  
email=talis.knets@chartisinsurance.  
com,c=US  
Date: 2011.07.15 11:48:22 -04'00'

Talis Knets  
Directors & Officers Liability  
Mainstream – East  
Enclosure

cc: [marisa.godwin@willis.com](mailto:marisa.godwin@willis.com)

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**Talis Knets**  
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VIA EMAIL AND FIRST-CLASS MAIL,  
July 15, 2011

Michael G. Lewis  
Vice President and General Counsel  
Lukoil North America LLC  
1500 Hempstead Turnpike  
East Meadow, NY 11554

**Re: Insured : Lukoil Americas Corporation**  
**Matter : Route 27, LLC**  
**Policy # : 01-811-06-54**  
**Claim # : 550-055240-001**

Dear Mr. Lewis,

Please be advised that I am the adjustor handling this matter and all future correspondence should be directed to my attention. The purpose of this letter is to (1) advise you of the preliminary coverage position for this matter under the policy, which is subject to a mutual reservation of rights and (2) request additional information as more fully set forth below. Our coverage position is explained below.

Chartis Claims, Inc. ("CCI"), on behalf of National Union Fire Insurance Company of Pittsburgh, PA ("National Union" or "the Insurer"), is the claims administrator handling claims arising under insurance policy # 01-811-06-54 issued to Lukoil Americas Corporation ("Lukoil").

We would like you to know that we appreciate you as a customer and are committed to working closely with you in the defense of this matter. We expect that you may have questions after reading this letter regarding our position and the practical impact of the reservation of rights. Please feel free to contact me regarding any questions about our coverage position as well as to discuss a plan of action for the subject claim.

In considering your request for coverage, we have reviewed the insurance policy referenced above, as well as the allegations asserted. No other policies were considered. If you assert a right to coverage under another policy issued by any other member company of American International Group, Inc., please submit notice pursuant to the notice provisions contained in that policy.

**Summary of the Matter**

Based on the information we have received to date, the following sets forth a summary of the allegations in the second amended complaint filed in the Superior Court of New Jersey, Middlesex County, captioned: *Route 27, LLC, Baba Bishada Inc., Shiv Shivam, Inc Gill Petroleum, Inc., Wyckoff Motors, Inc., Best Management, Inc. Route 9 Ventures, LLC, G.Z. Service Corp., E Gas Inc, Maxpetro LLC, Giuseppe Papile, Tabibian Enterprises, Inc.*

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7/15/2011

- 2 -

*Pennington Circle Petroleum, 3513 Rt. 1 South, LLC, Kehal Petroleum, Inc., HKK Super Service, Inc., Par's Fast Service, Inc., Fuel Max, Inc., ADPP Enterprises, Inc., ALEN Service Corporation, TKA Management, LLC, Kevart, Inc., Garry Motor Works, Inc., William T. Rossnagle, Marwah Projects, Inc., Flanders Gas, LLC, Anil Enterprises, Inc." Shiv Shivangi, Inc., Creative Management, Inc., Passaic Mobile, Inc., and Karshan, Llc, V. Getty Petroleum Marketing, Inc., Lukoil North America LLC, Semyon Logovinsky, And Louis Maschi* (the "Second Amended Complaint"). This is the second amended complaint filed by the Plaintiffs in this Court. The First Amended Complaint was filed in this Court on May 24, 2010. Following removal to the United States District Court for the District of New Jersey, Plaintiffs filed a motion in federal court for leave to file a second amended complaint which is reportedly substantively identical to this Second Amended Complaint. That motion was granted by Order dated March 30, 2011.

Plaintiffs are 31 Individual Getty/Lukoil branded service station dealers that have or had leases and Petroleum Marketing Practice's Act ("PMPA") franchise agreements with Getty Petroleum Marketing, Inc. ("Getty"). Getty has allegedly sold and assigned the interests it holds in Plaintiffs' service station premises to Defendant Lukoil North America, LLC ("Lukoil NA") without providing Plaintiffs a bona fide offer or right of first refusal to acquire Getty's interests in these premises, as required by Section 56:10-6.1(a) of the New Jersey Franchise Practices Act. These allegations alleged date back to the fall of 2009.

Plaintiffs alleged that Logovinsky, through mid-January 2010, was Vice President of Wholesale and Business Development at Getty. Subsequently, Logovinsky assumed the position of Vice President of Wholesale and Business Development at Lukoil NA.

Plaintiffs alleged that Maschi, through mid-January 2010 was Real Estate Manager at Getty. Subsequently, Maschi assumed the position of Real Estate Manager at Lukoil NA.

Plaintiffs brought five causes of action: 1) Violations of New Jersey's Franchise Practices Act against Getty, Lukoil NA and Logovinsky, 2) Conspiracy to Violate the Act against all Defendants, 3) Tortious Interference with the Performance of a Contract against all Defendants, 4) Tortious Interference with Prospective Economic Relationship against all Defendants and 5) Constructive Trust against Getty and Lukoil NA. Plaintiff seeks monetary damages, punitive damages, injunctive relief, attorney fees and costs.

#### The Policy

National Union issued a PrivateEdge Plus Insurance Policy, Policy no. 01-811-06-54 (the "Policy"), to Lukoil for the Policy Period April 30, 2010 to April 30, 2011 (the "Policy"). However, pursuant to Endorsement #24, the Named Entity shall have the right to a period of Six year(s) (the "Run-Off Period") following the February 28, 2011, the Effective Time (herein referred to as the Discovery Period) in which to give written notice to the Insurer of Claims first made against the Insureds during the Run-Off Period for any Wrongful Acts occurring on or prior to the Effective Time and otherwise covered by this policy.

The Policy has a Twenty Five Million Dollar (\$25,000,000.00) aggregate limit of liability which is subject to a self-insured retention amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for claims under the Directors and Officers ("D&O") Coverage Section. Relevant policy provisions are referenced below; please refer to the policy for its complete terms and conditions.

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7/15/2011

- 3 -

Certain Policy Provisions

The D&O Coverage Section shall pay the Loss of the Company arising from a: B(i) Claim first made against the Company, or B(ii) Claim first made against an Individual Insured during the Policy Period for any Wrongful Act.

The Complaint constitutes a Claim as that term is defined by Definition 2(b)(ii) of the D&O Coverage Section, as amended by Endorsement #20. Plaintiff has alleged a Wrongful Act as that term is defined by Definition 2(cc) of the D&O Coverage Section.

The Second Amended Complaint is dated March 31, 2011, after the Effective Time. Please provide the date of the filing of the initial complaint. The Insurer reserves all rights, including the right to deny coverage, with respect to the issue of timeliness of the Claim and the tendering of the claim for coverage under the Policy.

For the purposes of this coverage evaluation only, we will assume that Getty as an alleged wholly owned subsidiary of LAC and Logovinsky, allegedly as a vice president of Getty are Insureds under the Policy for their actions up to February 28, 2011.

All of the allegations alleged against LAC and Getty arise out of the contracts entered into between LAC, Getty and Plaintiff. We direct your attention to Exclusion 4(t)(iii) of the D&O Coverage Section, which provides that the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the Company alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the Company or any other Insured under any express contract or agreement.

As all of the allegations against LAC and Getty alleged, arise out of are based upon and/or are attributable alleged contractual liability of LAC and Getty, the above exclusion operates to preclude coverage LAC and Getty for this matter.

We also direct your attention to Exclusion 4(t)(ii) of the D&O Coverage Section, which further precludes coverage for the first two causes of action against Getty and provides that the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the Company for any actual or alleged violation of any law, whether statutory, regulatory or common law, respecting any of the following activities: anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships.

Plaintiff has alleged Conspiracy and Fraud. We direct your attention to Exclusion 4(c) of the D&O Coverage Section, as amended by Endorsement #22, which provides that the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against an Insured arising out of, based upon or attributable to the committing of any deliberate criminal or deliberate fraudulent act, or dishonest act or any willful violation of any statute, rule or law, if any final adjudication in an action or proceeding other than an action or proceeding initiated by the Insurer to determine coverage under the policy establishes that such deliberate criminal or deliberate fraudulent act, or dishonest act or willful violation of any statute, rule or law, was committed.

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1                   **PROOF OF SERVICE VIA LEXISNEXIS FILE & SERVE**

2       *Commonwealth of Pennsylvania v. Exxon Mobil Corporation, et al.,*  
3       United States District Court, Southern District of New York Case No. 14-cv-06228 (SAS)

4       I, the undersigned, declare that I am, and was at the time of service of the paper(s) herein  
5       referred to, over the age of 18 years and not a party to this action. My business address is 1050  
6       Fulton Avenue, Suite 100, Sacramento, CA 95825-4225.

7       On the date below, I served the following document on all counsel in this action  
8       electronically through LexisNexis File & Serve:

9                   **DECLARATION OF MOLLY MCGINLEY HAN IN SUPPORT OF**  
10          **PLAINTIFF COMMONWEALTH OF PENNSYLVANIA'S OPPOSITION**  
11          **TO LUKOIL AMERICAS CORPORATION'S MOTION TO DISMISS**

12                   **UNREDACTED EXHIBITS**

13       I declare under penalty of perjury under the laws of the United States of America and the  
14       State of California that the foregoing is true and correct.

15       Executed on March 14, 2016, at Sacramento, California.

16                     
17                   \_\_\_\_\_  
18                   TONYA L. ZIMMERMAN